

Gwynne's Steam Furnace

AMERICAN RAILROAD JOURNAL,

IRON MANUFACTURER'S AND MINING GAZETTE.

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AMERICAN RAILROAD JOURNAL.

PUBLISHED AT 105 CHESTNUT ST. PHILADELPHIA.

Saturday, May 6, 1848.

Cast Steel.

We ask the attention of railroad companies, and others to the advertisement of the Messrs. Jessop, the celebrated manufacturers of cast steel.

WILLIAM JESSOP & SONS, CELEBRATED CAST-STEEL.

The subscribers have on hand, and are constantly receiving, from their manufactory,

PARK WORKS, SHEFFIELD,

Double Refined Cast Steel—Square, flat & octagon.

Best warranted Cast Steel—Square, flat & octagon.

Best Double and Single Shear Steel—Warranted.

Machinery Steel—Round.

Best and 2d gy. Sheet Steel—for Saws and other purposes.

German Steel—flat and sqd., "W. L & S." "Eagle" and "Goat" Stamps.

Genuine "Sykes," L Blister Steel.

Best English Blister Steel, etc., etc., etc.

All of which are offered for sale on the most favorable terms, by WM. JESSOP & SONS,

91 John Street, New York.

Also by their Agents—

Curtis & Hand, 47 Commerce St., Philadelphia.

Alex'r Fullerton, & Co., 119 Milk St., Boston.

Nichols & Beatty, South Charles St., Baltimore.

May 6, 1848.

Iron Trade.

It appears that the report given in the English Journals some time since, of the suspension of operations in the Dowlais iron works, was not correct.

The following item from the Chronicle of March 25th, shows a depressed condition of the iron trade.

On the 21st of January last it was quoted, No. 1 at 50s. cash, and on the 17th March at 40s. as follows:

"Glasgow, March 17.—During the past week the rapid succession of events have all affected trade; and to-day the market for pig iron has been quite unseated. A sale of a large parcel of No. 1, good brands, is reported at 40s., believed to be sold by a London house. In this state of matters we can give no certain quotation as to the price of to-day.

The Dowlais iron works will continue in full force. The long pending dispute between the Marquis of Bute and the company, respecting the lease of the mineral commons, from which the works are supplied, has been settled, and a renewal of negotiations has led to an amicable arrangement of all differences. Dowlais and Merthyr depend almost entirely on the prosperity of the Dowlais iron works, which give immediate employment to (including coal miners and other out workers,) as many as 7,000 persons, and upon which, it has been ascertained, nearly 30,000 are dependent for their daily bread. Some arrangement has been come to between one or two of the leading coal owners and their work people, who have been for some time past standing out. The example will be probably followed, and it is to be hoped that all the "strikers" will then return to their work.

"Most of the works, says the *Birmingham Gazette*, where suspension did not arise from pecuniary embarrassments, are now again in partial operation; but in several instances, furnaces have been blown in, and the make of iron increased, under a premature expectation that railway and other orders would by this time be freely forthcoming. Such hopes have not been realized, and indeed they seem to have had no better foundation than predictions put forth by writers who trusted to the baleyn on results of free-trade policy. The prevalent feeling of all parties seems to be a want of confidence, and desire to convert into cash, as if some convolution were dreaded from the great and increasing number of hands out of employ. The make of Staffordshire iron has been reduced nearly one-half—trading without capital has been diminished—production without prospect of consumption has been checked—the intention of making sales at a ruinous loss, for the mere sake of doing business, has been met by a lesson that will not soon be forgotten—and various additional erections at an outlay repeatedly deprecated by us, are now abandoned. It is confidently stated that an importation of nearly 100 bars of railway iron had taken place by a vessel arrived from New York. This is one of several arrivals of

the kind which have recently taken place from the United States."

There is no probability of our exporting American iron under present circumstances; that referred to as received from the United States, is only poor English iron returned.

The report for March 24th is a little better. It says:

"The money market improving somewhat, holds out a hope that pig iron prices will advance; the demand is good, and the shipments continue a fair average. Quotations are 43s. 6d. for No. 1, 42s. 6d. for mixed numbers, and 42s. for No. 3, cash."

Maudslay & Field's Patent Engines for Steam-boats.

The extraordinary speed attained by steamboats driven with these engines is, we understand, attracting much attention at the present time, not only in England, but on the continent of Europe.

In a recent number, we gave an account of an experimental trip of the *Courier*, in which it was stated that the distance from Gravesend to Blackwall, 91 miles, was accomplished in 59 minutes, against a head wind, but with the tide in her favor; and the last number of the *London Mechanics' Magazine*, contains an account of a similar trip of the *Scotia*, in which this same 91 miles was done within the hour, "against a strong tide and wind," but even this extraordinary speed, has been exceeded in France by two other boats, the *Success* and the *Express*, as we learn from the last Journal of the *Franklin Institute*, on the authority of the *Baton Segtter*, translated from a French work, that these two boats have made the trip from Havre to Bologne, a distance of 149 statute miles, in five hours; a speed through the water almost incredible, and far exceeding anything before recorded. All these boats are of iron, as we are informed, lugger rigged, and propelled by Morgan's improved feathering paddle wheels. The *Scotia* has the double cylinder engines, and the others the annular ring piston engines, of Messrs. Maudslay & Field. Such results as these speak for themselves, and we recommend our steamboat owners to look into the matter thoroughly and dispassionately. We should like to see a line of ocean steamers of this description, that the Cunard line may have more successful competition. We refer to the advertisement of the agent in another column, and also to the article referred to from the *Journal of the Franklin Institute*.

MASSACHUSETTS ANNUAL RAILROAD REPORTS.

To the Honorable the Legislature of the Commonwealth of Massachusetts:

The Directors of the Boston and Providence Railroad Corporation respectfully submit a report of their doing during the past year, as required by law.

Capital stock	\$2,520,000 00
Increase of capital stock since last report	360,000 00
Capital paid in per last report	2,160,000 00
Capital paid in since last report	360,000 00
Total amount of capital stock paid in	2,520,000 00
Funded debt per last report	
Funded debt paid since last report	
Total present amount of funded debt	Nothing.
Floating debt, per last report	
Floating debt paid since last report	
Floating debt, increase of, since last report	
Total present amount of floating debt	117,000 00
Total present amount of funded and floating debt	
Average rate of interest per annum on do.	6 per cent.

COST OF ROAD AND EQUIPMENT.

For graduation and masonry, per last report	
For graduation and masonry paid during the year	
Total amount expended for graduation and masonry	
For bridges, per last report	
For bridges, paid during the past year	
Total amount expended for bridges	
For superstructure including iron, per last report	
For superstructure, including iron, paid during the past year	
Total amount expended for superstructure, including iron	
For stations, buildings and fixtures, as per last report	
For stations, buildings and fixtures, paid during the past year	
Total amount expended for stations, buildings and fixtures	
For land, land damages and fences, per last report	
For land, land damages and fences, paid during the past year	
Total amount expended for land, land damages and fences	
For locomotives, per last report	
For locomotives, paid during the past year	
Total amount expended for locomotives	
For passenger and baggage cars, per last report	
For passenger and baggage cars, paid during the year	
Total amount expended for passenger and baggage cars	
For merchandise cars, per last report	
For merchandise cars paid during the past year	
Total amount expended for merchandise cars	
For engineering and other expenses, per last report	
For engineering, and other expenses, paid during the past year	
Total amount expended for engineering and other expenses	

[Cost of road and equipment, including Sekonk, Dedham and Pawtucket branch roads, as per last report]	3,109,455 36
[Amount expended on road and equipment, including Pawtucket branch road during the past year]	435,259 69
Total cost of road and equipment, [including Sekonk, Dedham and Pawtucket branch roads].	2,544,715 05

CHARACTERISTICS OF ROAD.

Length of road	41 miles.
Length of single track	25 miles.
Length of double track	15 miles.
Length of branches owned by the company, stating whether they have a single or double track	6 6 miles. Single track.
Weight of rail per yard in main road	56 to 58 lbs.
Weight of rail per yard in branch roads	Pawtucket br. 37 lbs., Dedham br. 37 lbs., Pawtucket br. 12-12 ft. per mile for 7200 feet; Dedham branch, 42-2 ft. per mile for 1200 ft.; Pawtucket br., 67-52 ft. Dedham br., 76-4 ft.
Maximum grade, with its length in main road	1910 ft. for 700 ft.
Total rise and fall in main road	1637 for 1657 ft.
Total rise and fall in branch roads	Ded., 900 for 1500 ft.
Shortest radius of curvature, with length of curve in main road	342 deg. 12 min. Paw. 91, Ded. 129 deg.
Shortest radius of curvature, with length of curve in branch roads	Paw. 341—Ded. 11 miles.
Total degrees of curvature in main road	35 miles, from 10 to 1000 ft.
Total degrees of curvature in branch roads	102,236 89
Total length of straight line in main road	35 miles, from 10 to 1000 ft.
Total length of straight line in branches	115,621 35
Aggregate length of truss bridges	* This sum includes, and principally consists of, interest paid to stockholders for the time elapsing between the payment of assessments and the time of issuing certificates of new stock.
Whole length of road unfinished on both sides	[5-6 feet.]

DOINGS DURING THE YEAR.

Miles run by passenger trains	169,107
Miles run by freight trains	51,931
Miles run by other trains	5,200
Total miles run	226,261
Number of passengers carried in the cars	457,478
Number of passengers carried one mile	7,196,743
Number of tons of merchandise carried in the cars	87,605
Number of tons of merchandise carried one mile	1,937,027
Number of passengers carried one mile, to and from other roads	1,520,535
Number of tons carried one mile to and from other roads	780,942
Average rate of speed adopted for passenger trains, including stops	25 miles per hour.
Average rate of speed adopted for freight trains, including stops	13 miles per hour.
Estimated weight in tons of passenger trains, including engine and tender, but not including passengers, hauled one mile	5,749,439
Estimated weight of merchandise trains, including engine and tender, but not including freight, hauled one mile	4,133,848

EXPENDITURES FOR WORKING THE ROAD.

For repairs of road, maintenance of way, exclusive of wooden truss bridges and renewals of iron	314,279 16
For repairs of truss bridges	1,477 25
For renewals of iron, including laying down	
For wages of switchmen, gate keepers and flagmen	3,197 53
For removing ice and snow	228 26
For repairs of fences, gates, houses for flagmen, gate keepers, switchmen, tool houses	2,621 23
Total for maintenance of way	21,733 42

MOTIVE POWERS.

For repairs of locomotives	10,806 46
For new locomotives to cover depreciation	13,000 00
For repairs of passenger cars	3,884 87
For new passenger cars to cover depreciation	4,863 70
For repairs of merchandise cars	
For new merchandise cars to cover depreciation	
Total for maintenance of motive power	32,556 03

MISCELLANEOUS.

For fuel and oil	43,714 30
For salaries, wages and incidental expenses, chargeable to passenger department	23,364 23
For salaries, wages and incidental expenses, chargeable to freight department	15,264 61
For gratuities and damages	1,937 11
For taxes and insurance	2,026 36
For ferries	6,400 00
For repairs of station buildings, aqueducts, fixtures, furniture	2,762 50
For interest	7,445 14
For amount paid other companies, in tolls for passengers and freight carried on their roads, specifying each company	
For amount paid other companies as rent for use of their roads, specifying each company, [Boston & Providence]	8,160 00
For salaries of president treasurer, superintendent, law expenses, office expenses of the above offices, and all other expenses not included in any of the foregoing items	9,991 75
Total for Miscellaneous expenses	121,056 29
Total expenditure for working the road	175,945 74

INCOME DURING THE YEAR.

For passengers	
1. On the main road exclusively, including branch roads owned by company	226,103 19
2. To and from other roads, specifying what:	
For freight	
1. On main road and branches owned by company	118,173 79
2. To and from other connecting roads:	
For rents	10,034 27
For dividends on stock of Stoughton branch R. R.	282 1 200 00
For mails	6,268 50
For interest	1,549 50
Total income	363,828 27
Net earnings after deducting expenses	167,993 53

DIVIDENDS.

Two—one of 4, and one of 3, per cent.	174,600 00
Surplus not divided	13,382 53
Surplus last year	102,236 89
Total surplus	115,621 35

The directors report the following accidents as having occurred during the year:

June 24th, J. G. Edwards, a passenger in steamboat train from New York, in attempting to jump on to the cars after the train had started from Mansfield, fell under the wheels, by which accident an arm was cut off.

September 2d, Patrick Dosity, while walking on the railroad in a state of intoxication, was run over by a train and killed.

C. G. Warren, William Sturgis, William Appleton, James K. Mills—Directors.

Speed of Ocean Steamers.

Translated for the Journal of the Franklin Institute.

Baron Segner states that he saw, when at Havre, two English steam packets, the Success and the Express, which made the trip from Havre to Bologne, which is 240 kilometres, (149 statute-miles,) in five hours. These boats are very long, shaped like piroques, and carry their sails arranged in a new way, so that they can take advantage of the slightest wind, without losing the necessary stability of the vessel. Their engines are 350 horse power, built by Maudslay, on the annular system, which presents several advantages over the oscillating cylinders.—*Bull. de la Soc. Indust. Nat.*, Sept., 1817, p. 570.

Liability of Railroad Companies for Cattle Killed on the Track.

This is an important question to railroad companies, and it has been, in most cases, when tried in our courts, decided—and as we have always contended, unjustly decided—against the companies. It has appeared to us that, in some cases, when the people have got a railroad, which affords them many advantages and facilities, and which cannot, like a steamboat—if not successful, be transferred to some other line—they are disposed to exact more from it than from any other association, or interest.

The following decision of the supreme court of the State of New York is in accordance with our own views, and we commend it to the notice of our readers.

The following preface is by the publisher.

As this is a subject interesting alike to railroad stockholders, owners of cattle, and travellers, it is thought that the publication of a legal opinion pronounced in a case which has actually arisen, would be productive of advantage. The opinion referred to indicates great research, and its reasoning is marked with distinguished ability, and it may be the means of imparting legal information of practical utility.

A farmer in Gates had a yoke of oxen killed by a train of the Tonawanda railroad company. The oxen broke out of the enclosure of the farmer into the highway, and from the highway strayed upon the track of the railroad, and in the night were killed by a passing train. The farmer sued the railroad company before the Monroe Common Pleas for the value of the oxen that were killed, and recovered. From this judgment a writ of error was brought to the Supreme court of this State, which latter court reversed the judgment of the Common Pleas.

The following is the opinion given by the Supreme court in reversing the judgment of the court below:

SUPREME COURT.

The TONAWANDA RAILROAD COMPANY, By the Court,
vs. BEARDSLEY, Chief Justice.
HENRY MUNGER.

These oxen, when killed, were on the defendants' land. They had broken from the plaintiff's field into the highway, along which they wandered to the railroad, where, leaving the highway, they passed on the railroad to the place where the accident occurred.

Every unwarrantable entry by a person or his cattle, on the land of another, is a trespass; and that whether the land be enclosed or not. (*Wells vs. Howell* 19 John. 385: 1 Ch. Pl. Ed., 1837, p. 045: *Brown on Actions at Law*, 369.) It is a general rule of the common law, that the owner of cattle is bound, at his peril, to keep them off the land of other persons: and he cannot justify or excuse such an entry by showing that the land was unsfenced. Fences were designed to keep one's own cattle at home, and not to guard against the intrusions of those belonging to other people. (*Gale and Whatley's Law of Easements*, 297: *Rush vs. Lord*, 6 Mass., 94: *Dyer* 372, pl. 10: 1 Cow., 79 note.) There may be exceptions to the rule stated, growing out of a necessity, all but irresistible, in peculiar exigencies—as where cattle driven along a highway, stray from it in sight of the person in charge of them, and pass, against his will, on to uninclosed land adjoining the highway, he making fresh suit to bring them back, for, in such case, the owner ought not to be chargeable for this involuntary trespass upon the land; nor for the herbage the cattle may crop, *raptim et sparsim*, as they go along. (1 Cow. 87 note: *Com. Dig. Trespass*, D: *Stackpole vs. Hawley*, 16 Mass. 35: 1 Arch. n. p. 358: *Fitz. N. B.* 298, note.) But there is no occasion to dwell upon this, or any other common law exception, to this rule; for none of them afford them any legal justification or excuse for the entry of these oxen upon the land of the defendants. Nor, indeed, was it suggested on the argument that by the common law the entry was anything short of trespass; although it was urged not to be so under the revised statutes. By the statute (I. R. S. 353, art. 4) it may be made the duty of owners of adjoining lands to build and maintain certain parts of the division fences. The like obligation may also be imposed by contract or prescription, which presupposes an original contract: and where the duty exists and has been violated, the law will give no redress to the party in fault for the damages sustained by him in consequence of a defect in that part of the fence he was bound to make or repair. (1 Ch. Pl. 544: 2 Saund. 285, (4) 1 Cow. 79, note: *Shepherd vs. Hess*, 12 John, 433.) An act passed in 1838 (laws of 1838, p. 253,) declares that "if any person liable to contribute to the erection, or reparation, of a division fence, shall neglect or refuse to make and maintain his proportion of such fence, or shall permit the same to be out of repair, he shall not be allowed to have and maintain any action for damages incurred." This created no new rule, but merely affirmed a well settled principle of the common law, forbidding a recovery in any case for damages which the negligence or positive misfeasance of the party complaining contributed to bring on himself. We shall have

occasion further to advert to this principle; but at present it may be observed that no question as to division fences is involved in this case; for these oxen escaped directly from the plaintiff's field into the highway, and from which they passed on to the land of the defendants.

Where a prescriptive obligation rests on the owner of land adjoining a highway to fence against cattle lawfully therein, he cannot maintain trespass for any entry by such cattle, through a defect in his fence. This is well settled. But it is not pretended that any such prescriptive duty rested on these defendants. On the argument the case was placed on the ground that the statute required them to fence against cattle running at large in the highway; and that is the precise point to be considered.

A section of the revised statutes declares that "the electors of each town shall have power at their annual town meeting to make rules and regulations for ascertaining the sufficiency of all fences in such town: for determining the manner in which cattle, horses, and sheep, shall be permitted to go at large on highways: and for impounding animals;" (I. R. S. 341 §5 sub. 11;) and by a subsequent section, (p. 355, §44.) "when ever the electors of any town shall have made any rule or regulation prescribing what shall be deemed sufficient fence in such town, any person who shall thereafter neglect to keep a fence according to such rule or regulation, shall be precluded from recovering compensation, in any manner, for damages done by any beast lawfully going at large on the highway; that may enter on any lands of such person, not fenced in conformity to the said rule or regulation; or for entering thro' any defective fence."

The last section of the statute, it will be noticed, applies only where the town has prescribed "what shall be deemed a sufficient fence;" and where the beasts were "lawfully running at large on the highway."

In 1835, the town of Gates, where those oxen were killed, made regulations that cattle might "run at large," and "that all fences in said town shall be four feet and a half high, and well filled in; and that all persons in said town should fence their land with such fence."

Now let it be conceded that these regulations were in as full force when this casualty occurred, in 1843, as when made, in 1835. I still do not see that they can at all aid the plaintiff. In the first place, that part of them requiring lands to be fenced is wholly inapplicable to such land as is used for the track of a railroad, where it intersects a highway. In terms the regulations declare that all land shall be fenced by fences four feet and a half high, and well filled in—a provision which we cannot suppose was ever designed to have any application to the site of a railroad where it crosses a highway. It would be absurd to require fences to be made at such places; and the more general terms of a town regulation should receive a more rational interpretation. To avoid giving a grossly absurd meaning to a statute or regu-

lation, we should not only look at all its words, but, if need be, should understand them in their most rigorous sense.

Looking at this regulation, then, we shall see that literally none but "persons in said towns" are required thus to fence their lands. The word "persons," doubtless may, and in some instances should, be understood to mean corporations, which are legal persons; but, as here used, it can have no such meaning. The persons referred to in the regulation must be "*in said town*"—words which in no just sense can be applied to the railroad corporation.

But, of themselves, town regulations, however explicit, can have no effect upon the particular question now under consideration. If violated, they would neither justify nor excuse an entry on the track of a railroad; nor could they deprive its owners of the right to maintain an action of trespass for the entry. Town regulations have for these purposes no intrinsic vigor or authority, and are only made efficient by the forty-fourth section of the statute, which has already been set forth at large. That section precludes a recovery, by any person who shall neglect to keep a fence according to the rules prescribed by the town, for damages done by beasts "lawfully going at large on the highway, that may enter on any lands of said person, not fenced in conformity to the said rule."

This section, in its terms and spirit, seems applicable to such lands as usually are fenced, or which are capable of being used in that condition. But this cannot be done with the track of a railway. No one ever supposed that such a strip of land should be surrounded in its whole extent by a fence, or that a fence could be maintained across a railway at every intersection of a highway. It is not too much to say that this would be wholly impracticable, without defeating the great object—accelerated speed—for which railroads are allowed to be constructed. The general terms of a statute declaring what consequences shall follow a refusal or neglect to fence land in conformity with town regulations, especially a statute passed, as the one in question was, years before a railroad had been made on this continent, cannot reasonably be understood to have any application to land occupied as the track of such a road. If the legislature had intended to confer on the several towns through which railroads might be constructed, the requisite powers to compel the owners of such roads to guard against the entry of cattle thereon from the highway, we have a right to believe that the powers would have been in very explicit and unambiguous terms; and that no town in the exercise of such a power would have made regulations at all like those in evidence in this case. A fence four feet and a half high is by no means adapted to the object; altho' a ditch, impassable by cattle, may be readily cut on each side of a highway where intersected by a railroad, and which would in no degree interfere with the movement of a railroad train. Something like this, which would be an effectual guard against cattle at such places, would seem to be but reason-

able as between the owners of railroads and the owners of cattle passing upon or casually at large upon the highway; while it is imperiously demanded, with a view to the safety of passengers and property on the railroad trains. This, however, is foreign to the case in hand. The legislature has not yet authorized towns to require that ditches shall be cut; nor did the town of Gates assume to exercise any such power. The regulations called for fences, not ditches; and neither that nor the section of the statute to which reference has been made, can be held applicable to land at a railroad crossing. Obviously neither was designed for land used as the track of a railroad.

These town regulations and the statute cannot therefore excuse the entry of these oxen upon the land of the defendants; nor are they thereby precluded from recovering their damages for this entry. There was nothing to change the rule of the common law, which requires the owner of cattle to keep them off the land of all other persons. The entry was made without authority or excuse, and was consequently a trespass on the defendants.

There is another view of this part of the case, leading to the same result. If these oxen were not "lawfully going at large on the highways," (*§44 Supra*), their entrance on the defendants' land could not be excused by the want or defect of fences. The oxen were not in the highway for the ordinary purpose of travel in passing from one place to another; but, having broke out of the plaintiff's field, where literally "*at large*" for grazing, rest, or mischief, as their wants or instincts might prompt. This, in my judgment, was far enough from "lawfully going at large" in a highway, notwithstanding the legislature has declared that towns may determine the times and manner in which cattle, horses, and sheep, shall be permitted to go at large.—(*§5 sub. 11 Supra*)

The public interest in a highway comprehends the right of every individual to pass and repass upon it in person, and with his property, at his own pleasure; but confers no right to use it as a sheep walk or pasture ground for cattle. Subject to this right of passage, and the right to make repairs and the like, the soil of a highway, and the grass and herbage growing thereon are still, in the strictest sense, private property. (*1 Cow. 88 note; 2 Smith's Lead. Ca. Phil. Ed. 94—99, notes; 3 Kent 432—434*) Cattle at large in the highway will not only trample down, but also cut and eat the herbage there growing; and if the legislature has power to authorize their running at large, the grazing cannot be unlawful. What would this be but taking the private property of the owner of the land, and transferring it to the owner of the cattle? In my judgment, the legislature has no such power, whether compensation be made or not; but certainly in no case unless compensation is made. On this second ground, I think the town regulation assuming to authorize cattle to "*run at large*," was wholly void. But it is not my purpose further to discuss the question; and I will only

refer to cases and books which, in my view, sustain what I have stated. (*Stackpole vs. Healey, Supra; Halladay vs. Marsh, 3 Wen., 142; 1 Cow. 88 note; Faryle vs. Porter, 4 Hill, 140.*) On this second ground, therefore, as well as on the first stated, my conclusion is that these oxen, when killed, were trespassing on the defendants' land.

The present action is founded on the alleged negligence of the agents and servants of the defendant's in running their engine on the railway, whereby, as is charged, the plaintiff's oxen were killed. It is not pretended the action was done designedly by the persons in charge—but simply that it occurred through their negligence, and want of care.

It is a well settled rule of law that such an action cannot be sustained if the wrongful act of the plaintiff co-operated with the misconduct of the defendants or their servants to produce the damage sustained. I do not mean that the co-operating act of the plaintiff must be wrong in intention to call for the application of this principle: for such is not the law. The act may have been one of mere negligence on his part: still he cannot recover. Or his beast, while trespassing on the land of another—and that without the consent or knowledge of its owner—may have been damaged through some carelessness of the owner of the land; yet the fact of such trespass constitutes a decisive obstacle to any recovery of damages for such injury. It is, strictly speaking, *damnum abs que iniuria*.

The case of *Blythe vs. Topham*, (C. Jac. 158,) was an action for digging a pit in a common, by occasion whereof the plaintiff's mare, *straying there*, fell into the pit and was killed. It was held by the whole court that the action would not lie: the plaintiff had no right in the common—and so, as against him, the digging of the pit was lawful. Precisely so in the present case. The plaintiff shows no right to have his oxen on the track of this railroad: for they were there straying. He therefore cannot set up that the engine was unfit for use, or was run in a negligent manner.

Bush vs. Brainard, (1 Cow. 78,) was in principle like that of *Blythe vs. Topham*. Some maple syrup had been left by the defendant in buckets in an open shed, on his own woodland. The plaintiff's cow came in the night and drank the syrup—which caused her death. It was agreed by the court "that although the defendant was guilty of gross negligence,"—"the plaintiff having no right to permit his cattle to go at large" on the defendant's land, could not recover.

Numerous other cases have been determined on the same principle. *Larch vs. Blackburn*, was an action brought to recover damages for an injury by the bite of a vicious dog kept by the defendant. The dog was chained in a yard in the rear of the defendant's house, near one of the passages leading to it, and through which the plaintiff was walking when the dog fell upon him. Chief Justice Tindal, in his charge to the jury, said, "The question will turn upon whether there

was a justifiable right to be on the spot." "If a man puts a dog in a garden walled all round, and a wrong-doer goes into the garden and is bitten, he cannot complain in a court of justice of that which was brought upon him by his own act." And in an action for injury done by a vicious bull, Chief Justice Best was not less explicit. "If the plaintiff," said he, "had gone where he had no right to go, that might have been an answer to this action; but the fact was not so. The plaintiff had a right to be where he was. He was in the pursuit of his ordinary business." (Blackman *vs.* Simmons, 4 C. and P. 138.) See also Brock *vs.* Copeland, (1 Esp. 203,) Howland *vs.* Vincent, (10 Metcalf, 371,) and Jordan *vs.* Crump, (8 M. and W. 782.)

Where that which is done by a party on his own land, is illegal and punishable as such—or, although not illegal, if it be an act which may probably endanger human life, as the setting of spring-guns—he may be responsible even to a voluntary trespasser for injuries there sustained. (Bird *vs.* Holbrook, 4 Bing, 628—Jordan *vs.* Crump, *Supra.*) But even in such a case, where the plaintiff had notice that deadly engines were placed in a wood, into which he, notwithstanding, entered and was severely wounded, it was held he could not maintain any action, having voluntarily brought the injury upon himself. (Scott *vs.* Wilkes, 3 B. and Ald. 304.)

One who complains of another's negligence, should himself be without fault. (Brownell *vs.* Flagler, 5 Hill, 282—Cook *vs.* The Champ. Trans. Co., 1 Denio, 99.) Where the plaintiff at the time of the alleged injury was trespassing on the defendant, or otherwise wrong in the particular act complained of, such delinquency alone, with very few exceptions, is a decisive answer to any claim for damages founded on the defendant's negligence.

Negligence is a violation of the obligation which enjoins care and caution in what we do. But this duty is relative: and where it has no existence between particular parties, there can be no such thing as negligence in the legal sense of the term. A man is under no obligation to be cautious and circumspect towards a wrong-doer. A horse straying in a field falls into a pit left open and unguarded. The owner of the animal cannot complain: for, as to all trespassers, the owner of the field had a right to leave the pit as he pleased; and they cannot impute any negligence to him. But injuries inflicted by design are not thus to be excused. A wrong-doer is not necessarily an outlaw—but may justly complain of wanton and malicious mischief. Negligence, however, even when gross, is but an omission of duty. It is not designed an intentional mischief—although it may be cogent evidence of such an act. (Story on Bail, § 19—22. Gardner *vs.* Heartt, 3 Denio, 236.) Of the latter a trespasser may complain, although he cannot be allowed to do so in regard to the former.

In the present case the charge of the court was in several particulars erroneous.

As to passengers on this railroad, the de-

fendants were certainly bound by the highest obligations of morality and law to run their engines and trains with the most scrupulous care and vigilance. It was also their duty to use every precaution against communicating fire to buildings or other property adjacent to the line of their road, or otherwise doing injury thereto. But they owed no such duty to this plaintiff in regard to his oxen when trespassing on their land. The suggestions of the court below on this part of the case would be very appropriate to a case between a passenger who had been injured through the negligence of an engineer or the conductor of a train: but had no proper bearing on the case then to be decided by the jury.

The court seem to have held that if the plaintiff's oxen escaped from his inclosure after the exercise of ordinary care and prudence in taking care of them, he was not responsible for their trespass on the defendant's land. This view of the law, we think, can not be sustained. The plaintiff was bound at his peril to keep his cattle at home, or at all events to keep them out of the defendant's close: and no degree of "care and prudence," if the cattle found their way onto the defendant's land, would excuse him. It would be a new feature in the law of trespass, if the owner of cattle could escape responsibility for their trespasses, by showing he had used "ordinary," or even extraordinary "care and prudence" to keep them from doing mischief.

There was manifest error in charging that the town regulation allowing cattle "to run at large" applied to railroads as well as highways, so that these oxen were not trespassing on the defendant's land. Railroads, although designed to subserve the public interest and convenience, are still not highways—but in strictness mere private property: and no town has any right to authorize cattle to enter on them.

The jury were told they might determine for themselves, and consequently decide the case on the point, whether running the cars at the rate of eight or nine miles an hour, was not of itself, an act of culpable negligence. If it had appeared that the road was ruinous, or the engine or cars unfit for use, it would have been right, where the plaintiff was at liberty to complain of a want of care, for the jury to say, whether eight or nine miles an hour was not, under such circumstances, evidence of gross negligence. But where the railway, engines, and cars, are in good condition, it would indeed be remarkable, if a rate of speed, not beyond half the usual rate of speed on the railways in this State, could be deemed such evidence as would authorize a jury to find the fact of negligence. Upon such a state of facts as I have supposed, the point should not be left to a jury: for the naked fact that the rate of speed was eight or nine miles an hour, would be wholly insufficient to authorize a verdict finding negligence on the part of the owners of the railway.

I am strongly inclined to the opinion that further legislation would be proper to guard against the entry of cattle on land used for

the track of railways. The loss of property in this manner is of no trivial consequence: but the personal injuries thus inflicted, and the occasional loss of human life, demand that every practicable effort should be made to arrest such deplorable consequences.

The judgment below should be reversed—and a *Venire de novo* awarded.

Ordered accordingly.
(A Copy.) H. DENIO, State Reporter.
pr. H. G. BRONSON.

South Carolina Railroad Company.—Annual Report for 1847.

We have had some time in hand the annual report of this company—which we give in this number of the Journal. It will be seen by the last tabular statement that the number of passengers carried over this road in 1847 was 13,443 more than in 1846; and the receipts for freight in 1847 were \$35,945 greater than in 1846, though the amount of cotton carried in the fall of 1847 was 62,833 bales less than in the fall of 1846.

The system adopted by this company of aiding in the construction of branches will by and bye contribute largely to its business.

The construction of the Camden branch is, we believe, under the charge of John McRae, Esq., as engineer, and we are gratified to learn that it is pushed on with spirit—as we are sure it will be thoroughly done under his supervision—and we hope to hear of its early completion, and successful operation.

A survey has also been made of a route from Columbia to Charlotte, in North Carolina, by Theodore S. Garnet, Esq., a report upon which we have now before us. He says that a railroad can be constructed from Columbia to Charlotte, 108½ miles, for \$1,471,000, with grades not exceeding forty feet to the mile, passing through Winnsborough and near Chesterville.

We understand that the road as far as Winnsborough has been put under contract, on terms rather more favorable than the estimate which had been made by the engineer. It has been also determined to let out the whole line as far as Chester, as soon it can be located, and then proceed immediately with the survey and location of the remainder of the route to Charlotte. When completed to Charlotte, will the people of North Carolina allow it to stop there? or will they push it on north to Salisbury, Greensborough, and thence to Danville in Virginia? We shall see.

There has also been a considerable effort made in favor of another branch from Columbia to Greenville, in the north-western part of the State. This company was organized in May, 1847, and put forth an able appeal to the people of South Carolina, in favor of the work, and we trust that it has been successful. This is the way for the people of the south to open the way to market, and to render their lands valuable.

There is one important subject, however, to which the directors do not refer, it seems to us, with sufficient earnestness, we mean a permanent depot, on the water. This must, *essentially*, be accomplished, and therefore the sooner the better. It may be delayed—but it must be accomplished ultimately.

Report of the South Carolina Railroad Co.
Charleston, S. C., 8th Feb., 1848.

The board of directors of the South Carolina railroad company regret that they are not able to present as favorable a statement of the operations for 1847 as the business trans-

actions for the first six months of the year confidently encouraged.

In October last, a revolution in the commercial relations between the United States and Great Britain, swept like a tornado over the land, paralyzing all the monied interchanges between our cities, and extending to the agricultural interests in the interior. Cotton, the great staple of the south, declined 5 cents per pound in value, and this with other connecting causes, suspended for a while all the transportation of produce, excepting such as was in transitu, and on which the railroad mostly relied at that season for revenue.

The effects of this derangement in trade cannot be more strongly presented than by the fact, that the freight lists exhibit 62,833 bales of cotton less than for the corresponding months of October, November, and December, of the present year, and \$49,452.88 reduction in the monied receipts for the same period, which clearly shows that all of the deficiency was in down freights, while the up freight and passage had been reserved, but not to the augmented extent estimated, and on which, from more enlarged connections west, confidence had justly been reposed.

Notwithstanding these sudden and unlooked-for events,

The gross receipts for the year am't to \$655,575.30
The current expenses to 302,480.40

And the net revenue to	352,094.90
(Being a fraction less than the ratio of 47 per cent. of expenditures to rec'ts.)	
From this revenue provision has been made for meeting annual interest on foreign debt	\$108,461.77
And payment of July div'd. 93,143.75	
	201,605.52

Leaving in reserve 150,489.38

Applicable to meet in part, obligations contracted in the construction of the Camden branch, and to permanent improvements on the track at depots, at workshops, and for increased locomotive and car power. These statements show an increase in the annual receipts, notwithstanding the deficiencies in the three last, and usually most busy months, of \$6,494.05, and an increase in the net revenue of \$72,722.78 over the previous year of 1846.

All the defects in the original construction of the Hamburg road, the importance of a new and heavier iron rail, to be generally substituted for the lighter flange now on that line, the necessity of additional locomotive and car power to meet an expected increase of business, the just dissatisfaction which the deficiencies in these accommodations had occasionally given to the trade on which the company relied for patronage, the condition of the workshops requiring thorough reconstruction, with a view to security, and greater economy of expenditure in the management, have all been enforced on the consideration of the stockholders in the last and previous annual reports. The committee of stockholders received and confirmed at the last annual meeting, say, "Your committee concur in the policy of the course indicated in the report, of gradually substituting a heavier

rail for the flange now in use upon the main trunk." And again, "Your committee are satisfied that the motive power of the road must be largely increased, and are gratified to find that the directors have taken the necessary steps for this purpose." Encouraged by this sanction of measures, with the necessity of which the board had been previously deeply impressed, without any provisions being furnished or recommended by the meeting, beyond what the credit and revenue of the company could afford to meet the necessary pecuniary obligations for these objects, and for those incurred in the construction of the Camden branch, engagements were entered into at an early period for additional motive and car power, and suitable arrangements made to be provided the present year to fulfil all the increased responsibilities of common carriers. In the performance of these there has as yet been no faulting. The daily and augmenting receipts on the road for the first 8 months of 1847, and the great facilities in the favorable condition of the money market for using the company's credit, enabled the direction to progress in all its operations, without apprehending or anticipating any inability, at the appropriate time of responding to what was due to the stockholders, as well as contractors. The very unexpected events, however, to which allusion has been made, greatly reducing a revenue which was confidently relied on, and suspending all ability of making the company's credit available beyond the satisfying of immediate and pressing monied engagements; left your direction no other alternative, than to decline dividing any portion of the profits from the business of the road for the last half year of 1847. In the expediency of this measure, the members of the board who were present unanimously concurred, and others who could not attend did so by letter. The stockholders, it is confidently believed, will be the more reconciled to the wisdom of a policy, when, from the statements presented, they must be satisfied that the profits of the company have been large, and that they have been most advantageously appropriated to permanent objects, —improving the condition and capacity of the road for increased business, and future profits—all of which important improvements had previously met with their approbation, and were considered imperative in their accomplishment on the part of the direction.

During the last year, the expenditures incurred on the above permanent objects have been,—

1st.—For payment on Camden branch stock	\$105,847.42
2d.—For additional machinery in workshops	880.00
3d.—For rail iron on Hamburg road	19,718.05
4th.—For additional locomotives	48,450.50
5th.—For lands and lots	20,189.88
6th.—For improvements of depots	2,478.03
7th.—For box, platform, stock, and baggage cars	56,334.00
8th.—For cost of machinery and materials, etc., on hand, and in progress of construction for new cars ordered	97,503.00

The whole amounting to \$81,400.88

The company now have in service—

- 6 four wheel connected passenger locomotives, 1st class.
- 5 two wheel connected passenger locomotives, 2d and 3d class.
- 5 eight wheel freight locomotives, 1st class.
- 9 six " " " 2d "
- 13 of old stock, two wheel and four wheel connected, 3d class.

The two wheel passenger locomotives are too light for our present trains, they can only aid at present as extras, and for freight, but will be found advantageously available on the Camden branch.

- The stock of cars in use are,—
- 10 passenger cars in good order.
- 2 passenger cars in shops, repairing.
- 132 box burden cars, 8 wheel, old and new.
- 66 platform burden cars, 8 wheel, old and new.
- 6 stock burden cars, 8 wheel, old and new.
- 40 four wheel, old canvass cars.

256 total.

61 box and 24 platform, and 6 stock cars have been added this year, and of the 200 originally proposed to be built, 29 in addition are in progress, and very near completion. Two of the passenger cars and one baggage, were rebuilt entirely from old frames, but their cost was charged to current expenses, together with the cost of 3 new box and 6 new platform cars, to be substituted for as many old of the same class, which had got destroyed the last year. Strikely, the wooden work only, and which constitutes the least proportional cost of a car, should have been carried to that account; but, in estimating the current expenses—and providing for deterioration of perishable property, etc., it has been deemed the safest rule to err against the current expenditure, and to charge permanent improvements, or capital, with no item that is not legitimate. In the observance of this rule, we are persuaded the current expenses as reported in 1846, were burdened beyond what they were responsible for.

The policy of renewing the light flange with a heavier iron rail on the Hamburg road, recommended and approved by the stockholders, becomes daily more apparent. It has been found extremely difficult the last year to preserve the adjustment of the track, under the severe action of the heavy connected locomotives, with the speed our mail obligations impose. The iron at the butts yield to the pressure, and imbed in the timber, thus promoting rapid decay at those points, and involving heavy expense; as the rotting of a few feet requires the removal of the entire stock, and at the same time, before the decay is detected, increasing the hazard of locomotives departing from the track.

The experience of the present confirms that of previous years, and confirms a similar excess of unavoidable expenditure in preserving the good condition of the track on the Hamburg road, with an iron rail of but 27 pounds to the yard, and with a wooden stringer, contrasted with the cross-tie, and Columbian road and rail of 57 lbs. to the running yard, being as \$369 to \$157.50 to the

mile for this year. The difference in annual expense would pay half of the interest on the capital involved in the substitution of a new and heavier rail, without bringing into estimate the less injury which would be inflicted on the machinery, and the greater expedition, security, and satisfaction, with which the transactions on the road would be performed. During the last and previous years, the expenses on the Hamburg road have been considerably, and necessarily increased in lengthening many of the old turnouts, which were all too short for the longer trains of our first class locomotives, and in adding others at more convenient distances. Besides this, additional tracks have been required and constructed at both the Hamburg and Columbia depots, and new water stations established. The failure of water the last and previous seasons on many parts of the line, not only rendered this important, but will impose the necessity of other pump stations at more convenient distances, and promising a better supply of that indispensable element to steam.

The work shops, their dilapidated condition, the perishable and inflammable materials of which constructed, their dispersed and badly arranged localities for economy of supervision and management, and their inefficient and contracted accommodations for an increasing business and service, have long been subjects of deep solicitude to your direction, and have repeatedly been presented to the notice of the stockholders.

Other and more immediately pressing objects, and with means very limited, while the company's profits were annually expected to be divided. Your direction could not make any more progress in this important reform than in adding to permanent machinery to relieve labor, and in other preliminary measures to the accomplishment of the improvements contemplated.

A portion of the land on which the work shops are now erected, is on a lease approaching expiration, and as new and more suitable structures could not be placed on the same ground, without involving the removal of those existing, and to the entire derangement of the whole business of the road, a suitable site was secured the last year, and is enumerated in the property reported to be purchased. Some few other lots of land, and adjacent to the depot in Mary street, has been added to the accommodations necessary at that point. The subject of a permanent location for a depot, at the Charleston terminus, with appropriate buildings, and other accommodations, to discharge the increasing responsibilities of the company with more satisfaction than at present, and with relieved apprehensions for the future, is again presented to the serious consideration of the stockholders. Several of the lots within the existing enclosures are on lease, the expiration of which may subject this company to great embarrassment, if not imposition, and the existing buildings are not only built of perishable materials, but are becoming, by their contiguity to private habitations, daily more exposed to conflagration.

These depots are likewise ill adapted to the existing, and constantly augmenting business of the road. The more extended communications, which have been opened with the grain-growing regions of the west, is introducing a large and new business in the domestic produce of the interior. Charleston is already beginning to receive her supplies of corn and other grains, with flour, etc., by railroad, which formerly came by water from other quarters. All these articles, which are enumerated in the tabular statements, whether for home consumption or transhipment, require more extended accommodations, and shelter for security, at the terminus. It would be more desirable to have these articles of interior production removed on arrival, to the depositories of consignees; but hitherto this has been found impracticable, and the company has been forced to resort to temporary expedients, which have invited the imputation of carelessness and neglect, to protect property confided to their care, rather than be exposed to the hazard of greater responsibilities.

It would be wise in this company to limit its transactions to its legitimate obligation as common carriers, and if a permanent depot was at once established and fixed, there is no doubt that private enterprise would relieve this corporation from many of the obligations now unavoidably incurred, and which it would be to its interest to avoid.

On the subject of the inclined plane, whether so to improve it by the addition of stationary power as to make it perform the service of the road, free from the expense and objections involved in the present management; or to incur the heavier outlay of reducing the grades and increasing the distance of road to be constructed and kept in proper repair, your board have taken no further action than what has been previously reported. The same causes, which have prevented the recommended and more permanent improvements to road track, workshops, and depots, at Charleston terminus, have compelled the direction to postpone, for the present, any additional pecuniary obligations for those objects, without some other resources than the revenue affords to meet them, are indicated by the stockholders.

All these advisable and recommended improvements on road, at depots, at workshops, and inclined plane, will involve the expenditure of additional capital; applications, however, which will find a profitable return in the enhanced value imparted to the existing property of the company. The location of the South Carolina railroad, it is admitted, is favorable, and the extended and reciprocal connections effected with the roads of a sister State, now by Georgia enterprise rapidly approximating to completion, together with those in progress in our own State, increase the obligations of this company, in consideration of their own as well as the interests of the public, so as to improve the condition of their road, and to give the satisfaction of common carriers which invariably ensures the most extended patronage.

All these reconstructions and improvements will involve the expenditure of a

heavy outlay, which must either be extracted from the earnings of the company, and returned to the stockholders in the form of new stock, or from some other sources than a floating credit, which will be exempt from the influences of commercial revulsions, and be more easily controlled by the company. The direction submit all these subjects to the considerate judgment of the stockholders.

FARES AND FREIGHTS.

The subject of fares and freights continues, as they have often, to divide public opinion, and a tariff to regulate either with satisfaction to all the interests involved, seems almost as complicated as the one for revenue and protection, which has agitated congress. The direction has bestowed on the subject all the consideration which theory and practice has suggested. On freights, it is believed, no important modification can be made on the one as now classified, in which a just discrimination is endeavored to be preserved, according to what the article can bear, observing the rule in all instances, to reduce on domestic produce of little value and general consumption to the lowest remunerating rate. Fares for passengers is a more difficult subject of adjustment, and as it is one which seems to excite interest and inquiry in the community, it is brought to your notice for advice. The board in all their action on this subject, have admitted the principle, that low fares increase travel, but that increase of travel is only to be recommended to common carriers by a corresponding augmentation of revenue. In all localities, therefore, where a reduction of fare stimulates travel to the extent of an increase of revenue, there can be no disagreement as to the policy to be adopted. Experimenting on this basis, the fares on the South Carolina railroad have been successively reduced, and increased until settled down to the chartered rates of 5 cents per mile, as the one most approved in the judgment of a majority of the board, as combining the two elements, greatest number consistent with the largest corresponding revenue.

In all the experiments made on the South Carolina railroad, reduction of fare invariably increased numbers, but not to the extent of a corresponding increase of revenue; while the higher rates increased revenue; but produced the opposite result as to number of passengers. The chartered rates as now practised, seem to have accommodated the largest number with a corresponding increase of revenue.

The report made on the subject, and developing the facts and results, is herewith submitted; that the stockholders may decide on the advisability of a reduction, which, in its favorable results, is so experimental that the board were unwilling at a period when increased revenue was essential to meet the obligations for the improvements contemplated, to sanction or hazard. With a view to the accommodation of merchants and professional gentlemen who use the road frequently, and of families for recreation, a class of season and family tickets at an exceedingly low figure, has been established, and these

to a very limited extent, have operated favorably, but not in as great a degree for the interests of the company as was justly expected.

HISTORY.

A brief history of the South Carolina railroad, as now consolidated under one administration, the value of its property, and the extent of its liabilities, has been deemed advisable at this period of its operations. The stock of the L. C. and C. railroad company is exclusively represented in the Columbia branch. The immense subscription to that corporation, after the withdrawal of the N. Carolina and Tennessee contribution, and the amount for forfeitures, reduced shares, etc., has now declined to 34,800 shares, which, at the par, \$75 paid in, is

~~the cost of the road~~ **\$2,610,000 00**
was **2,862,654 49**

Showing an excess which was met **259,654 49** from forfeitures and other sources than the stock paid in.

The Hamburg road was purchased by the L. C. and C. railroad company, and a debt under the endorsement, and guarantee of the State, was contracted for payment of the same, a premium of 25 per cent on the par value of the stock was paid, and the entire cost of the road, including all the liabilities the purchasing company had to assume, amounted to **\$2,786,081 99**. To which is now to be added

a State obligation **178,223 66**

Total cost of the road 2,964,315 65

The property statement (No. 1,) of the S. Carolina railroad, shows an indebtedness of **\$2,799,562 41**. In which has not been included the interest on the reduced stock debt to the State, for want of the comptroller's corrected statement, but on which **\$90,000** is claimed. This sum will increase the entire indebtedness of the South Carolina railroad company, into which the two original corporations are absorbed, to **\$2,889,562 41**.

The entire value or cost of the two roads is **5,827,969 49**

The stock represented in Columbia branch, 34,800 shares, at \$75 each **2,610,000 00**

Indebtedness **9,889,562 41**

5,409,562 41

Leaves an excess of **328,407 08**

To which add expenditure for lots, land, improvement of depot, rail, iron, motive power, and other permanent objects the last ten years **208,490 29**

Excess of value over original cost of property in roads **536,897 77**

Two years since all that had been paid for what was then classed as permanent improvement in additional locomotives, cars, etc., were passed from property account to probable deterioration of the original stock on the road. The amount now estimated, therefore, and which is of very recent purchase, and a portion of it being in lots and lands, is very legitimately accounted for, as properly adding to the cost and permanent value of the road.

The gross indebtedness of the company amounts to **\$3,889,562 41**. Represented by a funded foreign debt, guaranteed by State, and redeemable in 1866, at 5 per cent. interest **2,000,000 00**. Funded debt to State, growing out of reduced stock and Hamburg road debt, the interest being estimated, payable in 1866, at 5 per cent. **527,010 00**

2,027,010 00

Leaving a floating obligation of **\$352,552 41**. — \$300,000 of this amount is a cash, or note credit, obligation to the South-Western railroad bank, one of the co-partners in the concern. If we charge against this debt the amount of subscription paid for Camden branch, and represented in its stock, \$105,847 42, it would leave but \$246,704 99, now fairly chargeable to this floating note account. As this cash or note credit seems not to be understood out of doors, some explanation is deemed necessary. It originated in the liberal aid the bank afforded the company in its early extremities, in the completion of the Columbia road, and as it has not been convenient to liquidate it entirely, it has, by arrangement, been placed in the present form, and made during the season to rise and fall, with the greater or less unappropriated receipts of the road. The company deposits in bank, beyond what is necessary for current expenses, are carried to the debt of that note account, with a view of saving interest to the company, and the amount of loan near the close of a semi-annual operation on the road, where the profits are estimated and partially divided, is generally reduced to a very low figure. At the period of paying dividends, therefore, the amount of road profits to be divided, and which has been to the credit of the company on this note account, is withdrawn, and the company's original obligation to the bank is elevated at or near, but never exceeds its old standard, so as to occasion an increase of indebtedness; instead, therefore, of borrowing to pay dividends, the amount which otherwise would lay idle, and in reserve, is appropriated for the time to reduce the interest on a company's obligation, until called for. During the present year, that note obligation to bank was unavoidably raised, from the unexpected causes which have been detailed, to meet obligations on Camden branch, and for additional motive power, etc., and left nothing to be withdrawn for dividends, or more especially, the profits of the road for the last six months have been applied (without intending it, had other sources of means to meet obligations not failed,) in adding to the value of property on the road, promising more adequate returns in the future.

SINKING FUND.

The indebtedness of the company is **\$2,889,562 41**. — \$2,512,016 of the amount is funded at 5 per cent, and payable in 1866, and \$352,552 41 is a floating, or bank obligation, to an institution connected with the railroad company.

The amount paid in on stock, represented by the company, is but \$75 per share, leaving \$25 on each share, which may be called in at any period deemed advisable. On the

completion of the Camden branch, not less than 40,000 shares will be represented at \$25 per share, for which each share is responsible, amounts to \$1,000,000, and which deducted from the debt funded, leaves but \$1,527,010, to be provided for by 1866. It would be very easy to calculate the annual amount of annuity at compound interest, which would extinguish the above debt before maturity of the bonds, and which sum might, no doubt, be easily appropriated from the annual revenue of the company hereafter.*

There is, however, another source which will be found more available in a year or two, not merely for the extinguishment of the company's liabilities, but for objects of any permanent improvements, which the increasing business of the roads may impose. It is an increase of capital, authorized by our charter, or the reconverting the existing debt contracted for the purchase of the Hamburg road, into shares, that debt represented, whenever they can be disposed of at par, and the receiving the company's bonds in payment. The inducements of those holding the bonds, drawing but 5 per cent. interest, or which may be purchased at a discount, to exchange the same for a stock, capable of producing from 6 to 8 per cent, will be strong enough to convert the funds of the company into stock. These two operations, the call upon the stockholders at a more appropriate period, for the additional amount due on their shares, and the issuing new shares to be sold at par, or to be exchanged for the bonds of the funded debt, absorbing the same, seems so simple and practicable an operation, long before the debt can mature, that the board of directors think that the stockholders need have no apprehensions on the subject of a debt so easily controlled, and so plainly to be absorbed at the proper time.

CAMDEN BRANCH.

The construction of the Camden branch was an obligation imposed on the original charter to the South Carolina railroad company. The citizens of the eastern portion of our State were justly and exceedingly importunate on the subject. The company, however, was in debt to the State for a loan to the Hamburg road, and for reduced stock, to an amount exceeding \$500,000, which was due, and which the comptroller had instructions to collect. The only resource to have met the same was either to have suspended dividends, or to endeavor, which at that period was impracticable, to fund it on time; while this debt remained unprovided for, this company could not prudently engage in any new enterprise. The difficulties which interposed were all, however, reconciled by an agreement on the part of the State to fund this matured debt at the rate of 5 per cent. interest, payable in 1866; provided this company would undertake the construction of the Camden road; the citizens of the adjacent districts furnishing in new stock, one half of the estimated cost. The conditions were ac-

* The interest being paid at now — \$36,681 49, appropriated semi-annually, and bearing the same interest as the debt would extinguished, \$1,500,000 in 18 years, being the period at which the principal falls due.

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coaded to by all parties, and are now in progress of fulfilment.

This company has paid in her proportional subscription, \$105,847 42, and has recently issued bonds at short dates, drawing 7 per cent interest, to meet the balance of her obligations on this work.

The whole amount will be represented in the shares of the company, constituting the fund from which these bonds, as they mature, may be paid.

At the last annual meeting, the board reported the unexpected causes which had greatly retarded, though they did not suspend, the progress of the work through the Waterc swamp. The longest tressel work, (and of great elevation, to avoid the floods of the river,) in the United States, being nearly four miles in extent. The delays in winter, the only period when work could be performed in the swamp in security, threw that operation in the summer months, and when the requisite force could not be procured at any price, a protracted fall, and freedom from frost, added to these difficulties; but the board are happy to report that the swamp is now overcome, a lodgment has been made on the opposite bank of the Rubicon of past obstacles; and, that as the grading of the entire bed of the road is nearly completed, and the most ample provision made in advance, for all the materials and iron necessary, there can be no further serious obstacles opposed to the most rapid completion of that important feeder to the South Carolina railroad.

The board, in justice to the Bank of the State, feel called on to record in this report, an act of great liberality, and of vast importance to the credit of this company, by which that of South Carolina might be implicated.

The practice has been to remit by the October or November steamers the amount of the semi annual interest on foreign debt due on 1st January. The revulsion of England, and the derangement in all commercial credit, left this company with means at home, but with no commercial ability to provide for obligations abroad. Private bills were difficult to be procured, and however responsible the drawer might be esteemed to be at home, the alarming accounts from England did not afford the same security in the acceptors.

Application was made to all the banks dealing in foreign exchanges, but without success.

They would draw in no amounts, and at no rate. In this extremity the Bank of the State came forward, and, under guarantees with which its direction was satisfied, its credit abroad was interposed to protect the interest on our English debt, and with the punctuality which had characterized all of the previous foreign engagements of the company.

All of which is respectfully submitted by
JAMES GADSDEN, President.

The following named gentlemen were elected directors, and Col. James Gadson was elected president:

Andrew Wallace, W. C. Dukes, F. H. Elmore, Joel Adams, John Bryce, Wade Hampton, S. Mowry, Jr., Alexander Mazyck, I. M. Campbell, A. H. Boykin, Robert Martin, Robert Caldwell, Charles A. Magwood and Ker Boyce.

No. 1. is a Property Statement of the South Carolina Railroad Company, December 31, 1847.

To stock—for \$75 per share on 34,800	Dr.
shares.....	\$2,610,000 00
" Instalments forfeited.....	312,423 65

" Surplus income.....	96,625 81
" Balance of indebtedness.....	2,799,562 41

	5,818,610 87
--	--------------

By purchase Charleston and Hamburg railroad, embracing road, machinery, etc. Ca.

" purchase of lands attached thereto.....	\$2,714,377 50
" " negroes.....	59,741 30

" construction of Columbia branch.....	2,863,654 49
" lands purchased since Jan. 1844.....	\$25,273 71

" less to credit Aiken lands.....	35 75
-----------------------------------	-------

	25,237 96
--	-----------

" negroes purchased since

Jan. 1844.....	800 00
----------------	--------

" less for one sold.....	300 00
--------------------------	--------

	500 00
--	--------

" suspense account.....	8,490 00
-------------------------	----------

" rail iron purchased.....	35,492 02
----------------------------	-----------

" improvement of depots.....	11,158 32
------------------------------	-----------

" " property including locomotives.....	78,887 99
---	-----------

" shares in the railroad.....	40 00
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" amount due on pay rolls and bills not charged, but forming part of the balance of indebtedness per statement No. 2, Dec. 31, 1847.....	9,068 10
--	----------

	5,818,610 87
--	--------------

No. 2 is a Statement of the Liabilities of the South Carolina Railroad Company, and of the Assets applicable to their payment, Dec. 31, 1847.

To sterling bonds—foreign loan at five per cent interest.....

" State of S. Car., bal. 6 per cent loan.....	\$2,000,000 00
---	----------------

" " loan of \$100,000 with int.	258,786 54
--------------------------------------	------------

" bills payable.....	178,223 60
----------------------	------------

" scrip new—amount in circulation.....	356,322 68
--	------------

" scrip old—.....	15,208 18
-------------------	-----------

" pay rolls—amount due for wages.....	11,452 17
---------------------------------------	-----------

" work done and articles furnished—sundry accounts.....	44,587 43
---	-----------

" officers of company—salaries due.....	4,147 73
---	----------

" coupons—interest on sterling.....	8,444 48
-------------------------------------	----------

" stock of Camden branch:	
---------------------------	--

amount received in stock.....	\$23,250
-------------------------------	----------

" cash.....	227,365
-------------	---------

	250,615 00
--	------------

" contractors Camden br. due them.....	11,037 21
--	-----------

" arrears of dividend—bal. unpaid.....	686 75
--	--------

" bank State S. Carolina—loan.....	34,242 23
------------------------------------	-----------

" Ga. R.R.N.A. stage & steamer line: balance due this account.....	1,153 60
--	----------

" Grimes & Covington, through tick-Tuscaloosa.....	1,454 00
--	----------

" Nashville & Memphis—thru tick.....	167 38
--------------------------------------	--------

" Montgomery stage line.....	3,917 28
------------------------------	----------

" Georgia railroad transportation.....	1,342 50
--	----------

" Decatur line.....	440 75
---------------------	--------

" Tuscaloosa line.....	172 00
------------------------	--------

" Nashville line.....	33 50
-----------------------	-------

	3,303,710 91
--	--------------

By bills receivable.....

" cash.....	\$7,861 24
-------------	------------

" bonds receivable.....	43,606 00
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	51,467 24
--	-----------

" ".....	36,682 17
----------	-----------

" J. King, Jr.—balance due by agents.....	28,921 89
---	-----------

" post office depart.—transp. of mails.....	10,646 90
---	-----------

" rents & articles furnished—sundry accounts due company.....	5,051 20
---	----------

" officers of company—for disbursements.....	7,318 16
--	----------

" Ga. R.R. & Co.—balance due.....	1,441 67
-----------------------------------	----------

" bank of Camden—on deposit.....	196 92
----------------------------------	--------

" Palmers, McKillip, Dent & Co.—over remitted.....	6,067 42
--	----------

CAMDEN BRANCH

For amount expended in construction.

1. Grading.....	\$65,228 00
2. Timber for bridges and trestle work.....	31,964 25
3. Building do.....	23,634 21
4. Timber for track.....	15,033 99
5. Iron and spikes.....	141,303 25
6. Laying timber and iron.....	4,554 55
7. Survey and superinten.....	16,438 36
8. Outfit.....	41,179 37
9. Right of way.....	1,874 20
10. Contingencies.....	1,024 85
11. Depots & water stations.....	1,000 00

	347,054 93
--	------------

Balance.....	2,799,562 41
--------------	--------------

	3,303,710 91
--	--------------

No. 3 is a Statement of the Receipts and Expenditures of the South Carolina Railroad Company, for the year ending Dec. 31, 1847.

To freight.....	\$387,634 00
" passage.....	229,148 93
" mails.....	40,050 01
" oakwood sold.....	2,046 27
" small package account.....	431 16
" storage.....	1,018 19
" negro wages.....	1,290 56
" rent.....	530 75
	5,316 86
" sales, negro 'June'.....	300 00
" capital stock.....	5 00
" cancelled dividends.....	120 50
	425 50
" inc. of indebtedness in the past year.....	34,471 67

Cr.

By paid by dividend:

On 34,800 shares S.C.R.R. Co., at \$250. \$877,000.00

On 2,326 " Camden branch, 250. 5,815 00

On 263 " " 125. 398 75

Explanatory of No. 3.

Gross revenue from all sources	\$655,575 30
Total expenditures—in road machinery, and transportation departments and contingencies	\$397,604 99
Deduct permanent expenditure, viz:	
For Camden br'ch \$9,407 69	
For additional machinery in workshops	880 00
For cost of additional box, platform, & baggage cars \$6,334 00	
For cost of materials & machinery on hand applicable for new cars, etc., ordered	27,502 00
	94,124 59
Current expenses	303,480 40
Net revenue for the year	352,094 90
Paid July dividend	93,143 75
Interest on sterling bonds	108,461 77
	201,605 52
Leaving, applicable to the permanent objects of: to-wit, improvement of depots, purchase of lands, new locomotives, & rail iron: a balance of	150,489 38
The net income, \$352,094 90, being on the cost of the Hamburg road, and the stock represented in the company, more than 6% per cent. for the year 1847.	
Cost of Hamburg road	\$2,786,081 99
Amt due State, to be vested in bonds	178,223 66
	2,964,315 65
Stock represented in company by 34,000 shares at \$75	2,610,000 00
Total original cost of property of road	5,574,315 65

No. 4 is a Statement of the number of Passengers conveyed upon the Railroad between Charleston, Hamburg and Columbia, with the amount received for freight and passage, etc., during the year 1847.

Passenger.		Amount	Total freight and passage.
Jan.	No.	Amount	
5,526	16,941 85	\$45,654 03	\$62,495 89
Feb.	5,182	17,164 65	39,987 52
March	6,935	26,208 75	42,394 28
April	17,990	31,034 51	39,931 44
May	5,344	16,155 70	25,910 14
June	4,755	13,869 03	16,931 35
July	4,259	11,496 27	19,975 54
August	4,395	12,588 88	17,175 87
Sept.	4,547	15,509 03	37,995 49
Oct.	6,150	20,594 52	48,838 05
Nov.	6,007	19,533 32	28,196 74
Dec.	6,489	17,633 90	41,543 55
			49,177 35

Total.. 77,579 208,606 31 357,634 00 596,239 81
Income from through tickets sold by Geo. railroad company

Total freight and passage	609,783 93
Transportation of the mails	40,050 01
Negro wages, oak wood sold, and other sources	5,316 86
Sale of negro man "June"	300 00
Capital stock	\$5 00
Cancelled dividends	120 50— 125 50

Total income for the year 1847..... 655,575 30

No. 6 shows a comparative statement of the income of the South Carolina railroad, the number of bales of cotton, etc., conveyed to Charleston upon it, from the 1st of January, 1844, to the 31st of December, 1847, showing the up and down business separately, and the increase in certain articles of freight. We omit fractions.

PASSENGERS.		Up.	Down.	Total.
No.	Amount	No.	Amount	amount.
1844..	39,364..	93,079..	24,780..	83,519.. 176,591
1845..	30,591..	87,916..	26,194..	82,946.. 170,862
1846..	34,181..	96,348..	29,955..	92,296.. 189,644
1847....	43,945..	117,394..	33,634..	104,854.. 222,148

FREIGHT, ETC.						
	Up.	Down.	Total.	amt.	sources.	amt.
1844. 169,788.	148,769.	312,547.	40,299.	3,431.	532,869	
1845. 179,903.	162,513.	342,316.	30,254.	5,263.	558,697	
1846. 172,290.	179,398.	351,689.	49,746.	7,999.	589,081	
1847. 201,461.	186,152.	387,634.	40,050.	5,412.	656,275	

was uninjured by the storm, but the pitching was breached at several points.

The third example was another wall near Trinity, of a hyperbolic section. The lower part had a slope built dry up to a little below high water mark. At this point there was a sharp curve, and the upper part was nearly vertical, and laid in mortar. The waves extracted the stones of the curved portion, and the upper part, being undermined, was destroyed to a great extent.

The last example was the bulwark of the Granton line, the lower part of which sloped at about 20 degrees; the upper portion was curved, and was covered by a heavy projecting string course and parapet. It was built dry, and the stones of the lower part weighed not less than half a ton each. This bulwark suffered damage to a slight extent in its upper portion. These examples were stated to confirm the following principles:

That the principal action of the waves in front of the sea wall was a vertical oscillation, produced by the combination of the direct and the reflected waves; that a sloping bulwark gave rise to a sloping oscillation, tending to overturn any portion which projected above the line of slope; that where the strength of a sea wall depended on the pressure of the superincumbent masonry, and the adhesion of mortar and cement, the position of greatest stability was vertical; and that when the strength depended on the weight of the individual stones, the position of greatest stability was a very flat slope. In the discussion that ensued instances were adduced of the duration of vertical walls under the attacks of heavy seas, and, on the other hand, of their destruction when flat slopes had effectually resisted the waves; and it was agreed that in this, as in other cases of engineering, no empirical rules should be laid down, but that the skill of the engineer should be exerted to adopt such forms of construction as were best adapted to the locality and the circumstances.

PENNSYLVANIA RAILROAD COMPANY.

Notice to Contractors. Proposals will be received until Wednesday, the 17th day of May, at 10 o'clock A.M. at the Borough of Huntingdon, for the Grading and Masonry upon about 36 miles of the Pennsylvania Railroad, between Lewistown and Huntingdon, and also for the heavy work along the Little Juniata, including a large amount of Bridge Masonry.

Plans and specifications of the work can be seen at the above named place for five days previous to the time appointed for receiving the bids.

Any further information can be had upon application to Wm. B. Foster, Jr., Esq., Associate Engineer, at Lewistown. S. V. MERRICK, Pres't.

April 20, 1848.

417

BREESE & ELLIOTT, IMPORTERS OF—
and dealers in—Iron and Steel, 245 Water St., New York. Railroad Tires furnished to order.

April 29, 1848.

1m18

THE SUBSCRIBERS ARE PREPARED TO execute orders at their Phoenix Works for Railroad Iron of any required pattern, equal in quality and finish to the best imported.

REEVES, BUCK & CO., Philadelphia.

ROBERT NICHOLS, Agent,
No. 79 Water St., New York.

1m18

IMPORTANT TO ENGINEERS, CONTRACTORS, and Surveyors.—The Engineer's, Contractor's and Surveyor's Pocket Table Book, by J. M. Scribner, A. M., 264 pages, 24 mo; tuck binding, with gilt edge. Published by Huntington & Savage, 216 Pearl street, New York.

The above work comprises Logarithms of Numbers, Logarithmic Sines and Tangents, Natural Sines and Natural Tangents; the Traverse Table, and a full and extensive set of tables, exhibiting at one view the number of cubic yards contained in any embankment or cutting, and for any base or slope of sides usual in practice. Besides these essential tables, the work comprises 50 pages more of Mensuration, Tables, Weights of Iron, Strength of Materials, Formulas, Diagrams, etc., for laying out railroads, canals and curves; much of which has never before been offered to the public, and all dispensable to the engineer. This book will prove a great saving of time, and will enable the new beginner to furnish results as accurately (and with much greater rapidity) as the most experienced in the profession without its aid. The tables of Logarithms, etc., have been carefully corrected and compared with different editions of the same tables; and all the tables throughout the book have been read carefully by proofs four times; hence the most implicit confidence may be placed in their correctness.

Also, *Scribner's Engineer's and Mechanic's Companion*, new edition, 264 pages, enlarged, with 35 pages of entirely new matter, and much improved throughout.

It is believed these books are so well adapted to suit the above professions, that they cannot afford to do without them, and that they will aid in rewarding well directed mental labor.

Both are for sale by all the principal booksellers throughout the United States and Canada.

FAIRBANKS' RAILROAD SCALES.

THE Subscribers are prepared to construct at short notice, Railroad and Depot Scales, of any desired length and capacity. Their long experience as manufacturers—their improvements in the construction of the various modifications, having reference to strength, durability, retention of adjustment, accuracy of weight and despatch in weighing—and the long and severe tests to which their scales have been subjected—combine to ensure for these scales the universal confidence of the public.

No other scales are so extensively used upon Railroads, either in the United States or Great Britain; and the manufacturers refer with confidence to the following in the United States.

Eastern Railroad, Boston and Maine R. R., Providence Railroad, Providence & Wor. R. R., Western Railroad, Concord R. R., Old Colony Railroad, Fitchburg R. R., Schenectady Railroad, Syracuse and Utica R. R., Baltimore & Ohio Road, Baltimore & Susq. R. R., Phila. & Reading Road, Schuylkill Valley R. R., Central (Ga.) Railroad, Macon and Western R. R., New York and Erie Railroad; and other principal Railroads in the Western, Middle and Southern States.

E. & F. FAIRBANKS & CO.

St. Johnsbury, Vt.

Agents { FAIRBANKS & CO., 81 Water st. N. York.
A. B. NORRIS, 196 Market st., Philad.

April 22, 1848. 1y*17

KEARNEY FIRE BRICK. F. J. BRINLEY, Manufacturer, Perth Amboy N. J. Guaranteed equal to any, either domestic or foreign. Any shape or size made to order. Terms mos. from delivery of brick on board. Refer to

James P. Allaire, Peter Cooper,

Murdock, Leavitt & Co. } New York.

J. Triplett & Son, Richmond, Va.

J. R. Anderson, Tredegar Iron Works, Richmond, Va.

J. Patton, Jr. Philadelphia, Pa.

Colwell & Co.

J. M. L. & W. H. Scovill, Waterbury, Conn.

N. E. Screw Co. Provience, R. I.

Eagle Screw Co. Provience, R. I.

William Parker, Supt. Boat and Ware. R. R.

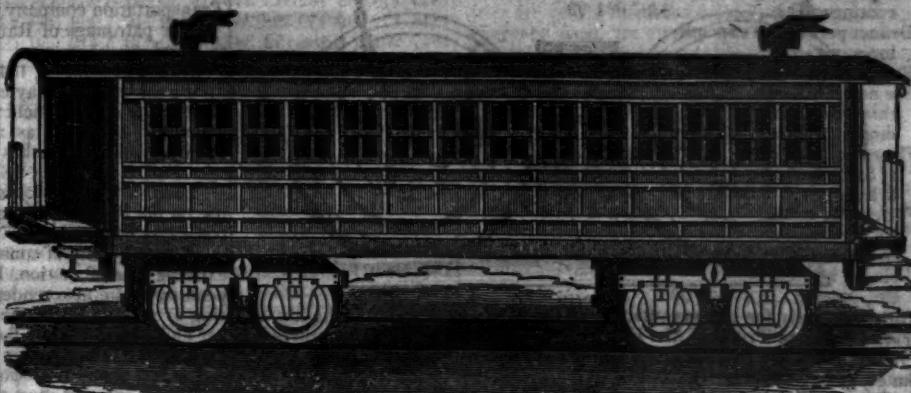
New Jersey Malleable Iron Co., Newark, N. J.

Gardiner, Harrison & Co. Newark, N. J.

25,000 to 30,000 made weekly.

35

DAVENPORT & BRIDGES' CAR WORKS, CAMBRIDGEPORT, MASS.



Manufacture to Order, Passenger and Freight Cars of every description, and of the most improved pattern; also furnish Snow Ploughs and Chilled Wheels of any pattern and size. Forged Axles, Springs, Boxes and Bolts for Cars at the lowest prices.

All orders punctually executed and forwarded to any part of the country.

Our Works are within fifteen minutes ride from State street, Boston—Omnibuses pass every fifteen minutes.

FRENCH AND BAIRD'S PATENT SPARK ARRESTER.

TO THOSE INTERESTED IN Railroads, Railroad Directors and Managers are respectfully invited to examine an improved Spark-Arrester recently patented by the undersigned.

Our improved Spark Arresters have been extensively used during the last year on both passenger & freight engines, and have been brought to such a state of perfection that no annoyance from sparks or dust from the chimney of engines on which they are used is experienced.

These Arresters are constructed on an entirely different principle from any heretofore offered to the public. The form is such that a rotary motion is imparted to the heated air, smoke and sparks passing through the chimney, and by the centrifugal force thus acquired by the sparks and dust they are separated from the smoke and steam, and thrown into an outer chamber of the chimney through openings near its top, from whence they fall by their own gravity to the bottom of this chamber; the smoke and steam passing off at the top of the chimney, through a capacious and unobstructed passage, thus arresting the sparks without impairing the power of the engine by diminishing the draught or activity of the fire in the furnace.

These chimneys and arresters are simple, durable and neat in appearance. They are now in use on the following roads, to the managers and other officers of which we are at liberty to refer those who may desire to purchase or obtain further information in regard to their merits.

R. L. Stevens, President Camden and Amboy Railroad Company; Richard Peters, Superintendent Georgia Railroad, Augusta, Ga.; G. A. Nicolls, Superintendent Philadelphia, Reading and Pottsville Railroad, Reading Pa.; W. E. Morris, President Philadelphia, Germantown and Norristown Railroad Company, Philadelphia; E. B. Dudley, President W. and R. Railroad Company, Wilmington, N. C.; Col. James Gadsden, President S. C. and C. Railroad Company, Charleston, S. C.; W. C. Walker, Agent Pittsburgh and Jackson Railroad, Pittsburgh, Miss.; R. S. Van Rensselaer, Engineer and Sup't Hartford and New Haven Railroad; W. R. M'Kee, Sup't Lexington and Ohio Railroad, Lexington, Ky.; T. L. Smith, Sup't New Jersey Railroad Trans. Co.; J. Elliott, Sup't Motive Power Philadelphia and Wilmington Railroad, Wilmington, Del.; J. O. Sterne, Sup't Elizabethtown and Somerville Railroad; R. R. Cuyler, President Central Railroad Company, Savannah, Ga.; J. D. Gray, Sup't Macon Railroad, Macon, Ga.; J. H. Cleveland, Sup't Southern Railroad, Monroe, Mich.; M. F. Chittenden, Sup't M. P. Central Railroad, Detroit, Mich.; G. B. Fisk, President Long Island Railroad, Brooklyn.

Orders for these Chimneys and Arresters, addressed to the subscribers, care Messrs. Baldwin & Whitney, of this city or to Hinckley & Drury, Boston, will be promptly executed. FRENCH & BAIRD.

N. B.—The subscribers will dispose of single rights, or rights for one or more States, on reasonable terms.

Philadelphia, Pa., April 6, 1844.

* * * The letters in the figures refer to the article given in the Journal of June, 1844.

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THE SUBSCRIBER IS PREPARED TO execute at the Trenton Iron Works, orders for Railroad Iron of any required pattern, and warranted equal in every respect in point of quality to the best American or imported Rails. Also on hand and made to order, Bar Iron, Braziers' and Wire Rods, etc., etc.

PETER COOPER,

17 Burling Slip, New York.

RAILROAD IRON, FIG IRON, ETC.

600 Tons of T Rail 60 lbs. per yard.

25 Tons of 2 $\frac{1}{2}$ by 1 Flat Bars.

25 Tons of 2 $\frac{1}{2}$ by 9-16 Flat Bars.

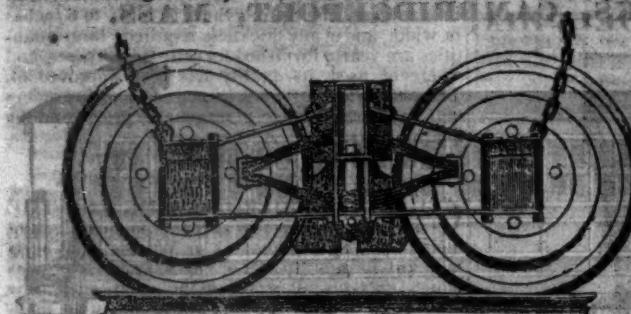
100 Tons No. 1 Gartsbrorie.

100 Tons Welsh Forge Pigs.

For Sale by A. & G. RALSTON & CO.

No. 4 So. Front St., Philadelphia

RAY'S EQUALIZING RAILWAY TRUCK.—THE SUBSCRIBER having recently formed a business connection in the City of New



York, expressly for the manufacture of the newly patented and highly approved Railroad Truck of Mr. Fowler M. Ray, is ready to receive orders for building the same, from Railroad Companies and Car Builders in the United States, and elsewhere.

The above Truck has now been in use from one to two years on several roads a sufficient length of time to test its durability, and other good qualities, and to satisfy those who have used it, as may be seen by reference to the certificates which follow this notice.

There have been several improvements lately introduced upon the Truck, such as additional springs in the bolster of passenger cars, making them delightful riding cars—adapting it to tenders, trucks forward of the locomotive, and freight cars, which, with its original good qualities, make it in all respects the most desirable truck now offered to the public.

Orders for the above, will, for the present, be executed at the New York Screw Mill, corner 33d street and 3d avenue, (late P. Cooper's rolling mills) and at the Steam Engine Shop of T. F. Secor & Co., foot of 9th street, East

TO RAILROAD COMPANIES AND BUILDERS OF MARINE AND LOCOMOTIVE ENGINES AND BOILERS.

PASCAL IRON WORKS.

WELDED WROUGHT IRON TUBES

From 4 inches to $\frac{1}{2}$ in calibre and 8 to 12 feet long, capable of sustaining pressure from 400 to 2500 lbs per square inch, with Stop Cocks, T's, L's, and other fixtures to suit, fitting together, with screw joints, suitable for STEAM, WATER, GAS, and for LOCOMOTIVE and other STEAM BOILER FLAMES.



Manufactured and for sale by
MORRIS, TASKER & MORRIS.
Warehouse S. E. Corner of Third & Walnut Streets,
PHILADELPHIA.

MANUFACTURE OF PATENT WIRE
Rope and Cables for Inclined Planes, Standing Ship Rigging, Mines, Cranes, Tillers etc., by
JOHN A. ROEBLING, Civil Engineer,
Pittsburgh, Pa.

These Ropes are in successful operation on the planes of the Portage Railroad in Pennsylvania, on the Public Slips, on Ferries and in Mines. The first rope put upon Plane No. 3, Portage Railroad, has now run 4 seasons, and is still in good condition.

NICOLL'S PATENT SAFETY SWITCH for Railroad Turnouts. This invention, for some time in successful operation on one of the principal railroads in the country, effectually prevents engines and their trains from running off the track at a switch, left wrong by accident or design. It acts independently of the main track rails, being laid down, or removed, without cutting or displacing them.

It is never touched by passing trains, except when in use, preventing their running off the track. It is simple in its construction and operation, requiring only two Castings and two Rails; the latter, even if much worn or used, not objectionable.

Working Models of the Safety Switch may be seen at Messrs. Davenport and Bridges, Cambridgeport, Mass., and at the office of the Railroad Journal, New York.

Plans, Specifications, and all information obtained on application to the Subcriber, Inventor, and Patentee
G. A. NICOLLS,
Reading, Pa.

river, (of which firm the subcriber was late a partner) under the immediate supervision of Mr. Ray himself.

Several sets of trucks containing the latest improvements have recently been turned out for the New York and Erie railroad, and the New Jersey Transportation company, which may be seen upon said roads.

The patronage of Railroad Companies and Car Builders is respectfully solicited.

New York, May 4, 1846.

To all whom it may concern:—This is to certify that the New Haven, Hartford and Springfield railroad co., have had in use six sets of F. M. Ray's patent trucks for the last 20 months, during which time it appears to me, they have proved to be the best and most economical truck now in use.

[Signed.] **WILLIAM ROE,** Sup't of Power.

I certify that F. M. Ray's Patent Equalizing Railroad Truck has been in use on the Philadelphia and Reading railroad for some time past, under a passenger car.

For simplicity of construction, economy in cost, lightness of material, and extreme ease of motion, I consider it the best truck we have ever used. Its peculiar make also renders it less liable to be thrown off the track, when passing over any obstruction. We intend using it extensively under the passenger and freight cars of the above road.

Reading, Pa., October 6, 1845.

[Signed.] **G. A. NICOLLS,**

Sup't Transportation, etc., Philadelphia and Reading Railroad.

To all whom it may concern:—This is to certify that the N. Jersey Railroad and Transportation company have used Fowler M. Ray's Truck for the last seven months, during which time it has operated to our entire satisfaction. I have no hesitation in saying that it is the simplest and most economical truck now in use.

[Signed.] **T. L. SMITH,**

Jersey City, November 4, 1845. **N. Jersey Railroad and Transp. Co.**

This is to certify that F. M. Ray's Patent Equalizing Railroad Truck has been in use on the Long Island railroad for the last year, under a freight car.

For simplicity of construction, economy in cost, lightness of material and ease of motion, I consider it equal to any truck we have in use.

Long Island Railroad Depot,

[Signed.] **JOHN LEACH,**

Jamaica November 12, 1845.

[Signed.] **ly 19 Sup'r Motive Power.**

RAILROAD SCALES.—THE ATTEN-

tion of Railroad Companies is particularly requested to Ellicott's Scales, made for weighing loaded cars in trains, or singly, they have been the inventors, and the first to make platform scales in the United States; supposing that an experience of 20 years has given a knowledge and superior advantage in the business.

The levers of our scales are made of wrought iron, all the bearers and fulcrums are made of the best cast steel, laid on blocks of granite, extending across the pit, the upper part of the scale only being made of wood. E. Ellicott has made the largest Railroad Scale in the world, its extreme length was one hundred and twenty feet, capable of weighing ten loaded cars at a single draft. It was put on the Mine Hill and Schuylkill Haven Railroad.

We are prepared to make scales of any size to weigh from five pounds to two hundred tons.

ELLIOTT & ABBOTT.

Factory, 9th street, near Coates, cor. Melon st.

Office, No. 3 North 5th street,

Philadelphia, Pa.

LAP—WELDED WROUGHT IRON TUBES

FOR

TUBULAR BOILERS,

FROM 1 1-2 TO 8 INCHES DIAMETER.

These Tubes are of the same quality and manufacture as those so extensively used in England, Scotland, France and Germany, for Locomotive, Marine and other Steam Engine Boilers.

THOMAS PROSSER,

Patentee.

28 Platt street, New York

LAWRENCE'S ROSENDALE HYDRAULIC CEMENT. This cement is warranted equal to any manufactured in this country, and has been pronounced superior to Francis' "Roman." Its value for Aqueducts, Locks, Bridges, Floms and all Masonry exposed to dampness, is well known, as it sets immediately under water, and increases in solidity for years.

For sale in lots to suit purchasers, in tight papered barrels, by **JOHN W. LAWRENCE,**

142 Front street, New York.

Orders for the above will be received and promptly attended to at this office.

381

TO RAILROAD COMPANIES AND MANUFACTURERS OF RAILROAD MACHINERY. The subscribers have for sale Am. and English bar iron, of all sizes; English blister, cast, shear and spring steel; Juniata rods; car axles, made of double refined iron; sheet and boiler iron, cut to pattern; tires for locomotive engines, and other railroad carriage wheels, made from common and double refined B. O. iron; the latter a very superior article. The tires are made by Messrs. Baldwin & Whitney, locomotive engine manufacturers of this city. Orders addressed to them, or to us, will be promptly executed.

When the exact diameter of the wheel is stated in the order, a fit to those wheels is guaranteed, saving to the purchaser the expense of turning them out inside. **THOMAS & EDMUND GEORGE,**

445 N. E. cor. 12th and Market sts., Philad., Pa.

THE NEWCASTLE MANUFACTURING

Company continue to furnish at the Works, situated in the town of Newcastle, Del., Locomotive and other steam engines, Jack screws, Wrought iron work and Brass and Iron castings, of all kinds connected with Steamboats, Railroads, etc.; Mill Gear of every description; Cast wheels (chilled) of any pattern and size, with Axles fitted, also with wrought tires, Springs, Boxes and bolts for Cars; Driving and other wheels for Locomotives.

The works being on an extensive scale, all orders will be executed with promptness and despatch. Communications addressed to Mr. William H. Dobbs, Superintendent, will meet with immediate attention.

ANDREW C. GRAY,

445 President of the Newcastle Manuf. Co.

NORWICH CAR FACTORY, NORWICH, CONNECTICUT.

At the head of navigation on the River Thames, and on the line of the *Norwich and Worcester Railroad*, established for the manufacture of

RAILROAD CARS, OF EVERY DESCRIPTION, VIZ: PASSENGER, FREIGHT AND HAND CARS,

ALSO, VARIOUS KINDS OF ENGINE TENDERS AND SNOW PLOUGHS, TRUCKS, WHEELS & AXLES.

Furnished and fitted at short notice. Orders executed with promptness and despatch.

Any communication addressed to

JAMES D. MOWRY,

General Agent,

Norwich, Conn.

Will meet with immediate attention.

1y8

NEW PATENT CAR WHEELS.

THE SUBSCRIBERS ARE NOW MANUFACTURING METALLIC PLATE WHEELS of their invention, which are pronounced by those that have used them, a superior article, and the demand for them has met the most sanguine expectations of the inventors. Being made of a superior quality of Charcoal Iron, they are warranted equal to any manufacture.

We would refer Railroad Companies and others to the following roads that have them in use. Hartford and New Haven, Connecticut River Railroad; Housatonic, Harlem, Farmington, and Stonington.

SIZER & CO.

January 29, 1848.

Springfield, Mass.

TO LOCOMOTIVE AND MARINE ENGINE BOILER BUILDERS. Pascal Iron Works, Philadelphia. Welded Wrought Iron Flues, suitable for Locomotives, Marine and other Steam Engine Boilers, from 2 to 5 inches in diameter. Also, Pipes for Gas, Steam and other purposes; extra strong Tube for Hydraulic Presses; Hollow Pistons for Pumps of Steam Engines, etc. Manufacturers and for sale by

MORRIS TASKER & MORRIS,

Warehouse S. E. corner 3d and Walnut Sts., Philadelphia.

CHILLED RAILROAD WHEELS. — THE undersigned, the Original Inventor of the Plate Wheel with solid hub, is prepared to execute all orders for the same, promptly and faithfully, and solicits a share of the patronage for those kind of wheels which are now so much preferred, and which he originally produced after a large expenditure of time and money.

A. TIERS.

Point Pleasant Foundry, He also offers to furnish Rolling Mill Castings, and other Mill Gear, with promptness, having, he believes, the largest stock of such patterns to be found in the country.

A. T.

Kensington, Philadelphia Co.,

March 12, 1848.

III

NEW YORK & HARLEM RAILROAD CO.—Summer Arrangement.—On and after Tuesday, June 1st, 1847, the cars

will run as follows, until further notice. Up trains will leave the City Hall for Yorkville, Harlem and Morrisania at 6, 8 and 11 a.m., 2, 3, 30, 5 and 7 p.m.

For Morrisania, Fordham, Williams' Bridge, Tuckahoe, Hart's Corner and White Plains, 7 and 10 a.m., 4 and 5:30 p.m.

For White Plains, Pleasantville, Newcastle, Mechanicsville and Croton Falls, 7 a.m. and 4 p.m. Freight train at 1 p.m.

Returning to New York, will leave— Morrisania and Harlem, 7, 8:30 and 9 a.m., 1, 3, 4, 30, 6, 6:30 and 8 p.m.

Fordham, 8:03 and 9:15 a.m., 1, 20 and 6:15 p.m. Williams' Bridge, 8 and 9:03 a.m., 1, 10, 6:08 p.m. Tuckahoe, 7:38 and 8:25 a.m., 12:55 and 5:52 p.m. White Plains, 7:10 and 8:35 a.m., 12:50, 5:35 p.m. Pleasantville, 8:15 a.m. and 5:15 p.m. Newcastle, 8 a.m. and 5 p.m.

Mechanicsville, 7:48 a.m. and 4:48 p.m. Croton Falls, 7:30 a.m. and 4:30 p.m. Freight train at 10 a.m.

Freight train will leave 32d street for Croton Falls and intermediate places, 4 a.m. and City Hall 1 p.m. Returning, leave Croton Falls 10 a.m. and 9:15 p.m.

ON SUNDAYS, the trains will run as follows: Leave City Hall for Croton Falls, 7 a.m., 4 p.m. Croton Falls for City Hall, 7:30 a.m., 4:30 p.m. Leave City Hall for White Plains and intermediate places, 7 and 10 a.m. 4 and 5:30 p.m.

White Plains for City Hall, 7:10 and 8:35 a.m., 12:30 and 5:35 p.m.

Extra trains will be run to Harlem, Fordham and Williams' Bridge on Sunday, when the weather is fair.

The trains to and from Croton Falls will not stop on N. York island, except at Broome st. and 32d st.

A car will precede each train 10 minutes to take up passengers in the city.

Fare from New York to Croton Falls and Somers \$1, to Mechanicsville 67c., to Newcastle 75c., to Pleasantville 62½c., to White Plains 50c.

CONCORD RAILROAD.—PASSENGER Trains in connection with the Lowell & Nashua Railroads, run daily between

Concord and Boston, Sundays excepted, as follows: viz:

Leave Concord at 5:40 and 11:55 a.m. and 3:15 p.m. Leave Boston at 7 and 11 a.m. and 5 p.m.

This road runs by Nashua and Manchester to Concord N. H., where it connects with the Northern railroad, extending from Concord to the mouth of White river in Vermont, 18 miles of which road, to Franklin, is now opened, and the remainder is rapidly completing.

It is the direct route to Central and northern New Hampshire, and to Montpelier, Burlington, and other towns in northern Vermont, and has a greater proportion of railroad conveyance in those directions than any other line.

It is also the British Steam Mail Line, and the nearest route from Boston to the Canadas. Numerous stages connect with all parts of the road.

For further information, apply at B. P. Cheney & Co.'s Express office, No. 8 Court St., and Averill & Dean, No. 16 Elm St.

All passengers' baggage should be properly marked, and when valued at more than \$50, notice must be given, and extra charges paid, or no loss beyond such amount will be allowed.

26th N. G. UPHAM, Supt.

LONG ISLAND RAILROAD COMPANY. Summer Arrangement. On and after Monday

May 1st, trains will run as follows, except Sundays:

Leave Brooklyn at 9:12 a.m. for Farmingdale, 1:12 p.m. for Greenport, at 4 p.m. for Farmingdale. Leave Farmingdale at 7 a.m. for Brooklyn, 12 m. do., at 3:14 do. do.

Leave Greenport at 8:12 a.m. for Brooklyn.

Leave Jamaica at 8 a.m. for Brooklyn, at 1 p.m. do., at 4:12 p.m. do.

On Saturdays, a train will leave Brooklyn for Yaphank, at 4 p.m. Leave Yaphank, on Mondays for Brooklyn at 5:12 a.m.

On and after May 15th, and until September 1st, 1847, a train will leave Jamaica at 7 a.m. for Brooklyn—leave Brooklyn at 6 p.m. for Jamaica, and will land and receive passengers at any place between Brooklyn and Jamaica.

On Sundays—leave Brooklyn at 8:12 a.m. for Farmingdale; leave Farmingdale at 4 p.m. for Brooklyn.

Freight Trains—leave Brooklyn at 10 a.m. for Greenport; leave Greenport at 12 m. for Brooklyn. Baggage crates will be in readiness at the foot of Whitehall street, to receive baggage for the several trains, 30 minutes before the hour of starting from the Brooklyn side.

The steamer "Statesman," Captain Nash, leaves Greenport for Sag Harbor on the arrival of the Accommodation train from Brooklyn.

DAVID S. IVES Sup't.

BOSTON AND MAINE RAILROAD. Upper Route, to Portland and the East.

Summer Arrangement. Commencing April 17, 1848.

Trains leave Boston as follows, viz: For Portland at 7 A.M. and 2½ P.M.

For Great Falls at 7 a.m., 2½ and 4 p.m. For Haverhill at 7 and 11½ a.m., 2½, 4½ and 5½ p.m. For Reading 7, 8½ and 11 a.m., 2½, 4½, 5½ and 10 p.m.

Trains leave for Boston as follows, viz: From Portland at 7½ a.m. and 3 p.m.

From Great Falls at 6½ and 9½ a.m., and 4½ p.m. From Haverhill at 6½, 8½ and 11 a.m., 3 and 6½ p.m. From Reading at 6, 7½, 9½, 11½ a.m., 1½, 4, 7½, 9½ p.m.

MEDFORD BRANCH TRAINS. Leave Boston at 7, 9 a.m., 1½, 2½, 5½, 7, 10 p.m. Leave Medford at 6½, 7½, 10½ a.m., 2, 4, 6, 9½ p.m.

The Depot in Boston is on Haymarket Square. CHAS. MINOT, Super't. Boston, April 15, 1848.

RAILROAD IRON AND LOCOMOTIVE Tyres imported to order and constantly on hand by

A. & G. RALSTON

Mar. 20th 4 South Front St., Philadelphia.

NEW YORK AND PHILADELPHIA RAIL- road line—direct. Via Newark, New Brunswick, Princeton, Trenton, and Bristol. (Through in six hours.) Leaving New York daily from the foot of Liberty street.

Morning line 9 o'clock a.m.

Mail pilot line 4½ " p.m.

The lines proceed direct to Tacony without change of cars, and thence by the new steamer, "John Stever," to Philadelphia.

FARE BETWEEN NEW YORK & PHILA.

First class cars \$1 00

Second class cars 3 00

Passengers will procure their Tickets at the office foot of Liberty st., where a commodious steamboat will be in readiness with Baggage-crates on board.

Fifty pounds of baggage will be allowed to each passenger in this line, and passengers are expressly prohibited from taking anything as baggage but their wearing apparel, which will be at the risk of the owner.

Philadelphia. Baggage-crates are conveyed from city to city, without being opened by the way. Each train is provided with a car, in which are apartments and dressing rooms expressly for ladies' use.

Returning, the lines leave Philadelphia from the foot of Walnut st. at 9 a.m. and 4:12 p.m.

The lines for Baltimore leave Philadelphia daily, except Sundays, at 8½ a.m., and 4 p.m., and Sundays only at 4 p.m.—being a continuation of the line from New York.

25½

WESTERN RAILROAD.—ON AND AFTER Monday, April 5, 1847, the passenger trains will leave daily, Sunday days excepted, as follows:

Boston at 8 a.m. and 4 p.m. for Albany.

Albany at 7:14 a.m. and 5 p.m. for Boston.

Springfield at 8:12 a.m. and 1 p.m. for Albany. Springfield at 6:12 a.m. and 1:12 and 3 p.m. (or on arrival of the train from New York) for Boston.

Day line to New York, via Springfield.—The steamboat train leaves Boston at 6 a.m., and arrives in New York at 7 p.m., by the steamboats Traveler, New York, or Champion. Returning, leaves New York at 6:14 a.m., and arrives in Boston at 7 p.m.

Night line to New York.—Leaves Boston at 4 p.m., and arrives in New York at 5 a.m.

Albany and Troy.—Leave Boston at 8 a.m., Springfield at 1 p.m., and arrive in Albany at 6 p.m. or, leave Boston at 4 p.m., Springfield next morning at 8:12, and arrive in Albany at 1:12 p.m.

The Troy trains connect at Greenbush.

The trains for Buffalo leave at 7½ a.m. and 7 p.m.

For Northampton, Greenfield, etc.—The trains of the Connecticut River Railroad leave Springfield at 8:14 a.m., 1 and 3 p.m., and passengers proceed directly on to Brattleboro, Windsor, Bellows Falls, Walpole, Hanover, Haverhill, etc.

For Hartford.—The trains leave Springfield on the arrival of the trains from Boston.

The trains of Pittsfield and North Adams Railroad leave Pittsfield on the arrival of the trains from Boston.

N. B.—No responsibility assumed for any baggage by the passenger trains, except for wearing apparel not exceeding the value of fifty dollars, unless by special agreement.

JAMES BARNES, Sup't and Eng'r.

C. A. SEAD, Agent, 27 State street, Boston.

BOSTON AND PROVIDENCE RAIL-road. Passenger Notice. Summer Arrangement. On and after Monday, April 5, 1847, the passenger trains will run as follows:

Steamboat train via Storington—Leaves Boston every day, except Sunday, at 5 o'clock p.m.

Accommodation Trains—leave Boston at 7 and 10½ a.m. and 4 p.m., and Providence at 7½ and 10½ a.m. and 4½ p.m.

Dedham trains, leave Boston at 8 a.m., 12½, 3½ and 9 p.m., leave Dedham at 7 and 9½ a.m. and 2½, 5½ and 8 p.m.

Stoughton trains, leave Boston at 11½ a.m. and 4 p.m., leave Stoughton at 7:10 a.m. and 3½ p.m.

All baggage at the risk of the owners thereof.

W. RAYMOND LEE, Sup't.

NORWICH AND WORCESTER RAIL-
Road. Summer Arrangement. Change of
Hours. Commencing on
Wednesday, April 21, 1847.

Accommodation Trains, daily, (except Sunday,) leave Norwich, at 6 a. m., and 4 p. m. Leave Worcester, at 8 a. m., and 4 p. m.

The morning Accommodation Trains from Norwich, and from Worcester, connect with the trains of the Boston, and Worcester and Western railroads each way.

The Evening Accommodation Train from Worcester connects with the 2 p. m. train from Boston.

New York Train via Steamboat—Leave Norwich for Boston, every morning, except Monday, on the arrival of the steamboat from New York, stopping at Norwich and Danielsonville.

Leave Worcester for New York, upon the arrival of the train from Boston, at about 6 p. m., daily, except Sunday, stopping at Danielsonville and Norwich.

Freight Trains daily each way, except Sunday. Leave Norwich at 7, and Worcester at 6 30 a. m. Special contracts will be made for cargoes, or large quantities of freight, on application to the superintendent.

Fares are less when paid for Tickets than when paid in the Cars.

31 ly J. W. STOWELL, Sup't

BALTIMORE AND SUSQUEHANNA
Railroad.—Reduction of Fare. Morning and

Afternoon Trains between Balti-

more and York.—The Passenger trains run daily, except Sunday, as follows: Leaves Baltimore at 9 a. m. and 3 p. m. Arrives at 9 a. m. and 6 p. m. Leaves York at 5 a. m. and 3 p. m. Arrives at 12 p. m. and 8 p. m. Leaves York for Columbia at 1 p. m. and 8 a. m. Leaves Columbia for York at 8 a. m. and 2 p. m.

FARE.

Fare to York.....	\$1 50
" Wrightsville.....	2 00
" Columbia.....	2 12

Way points in proportion.

PITTSBURG, GETTYSBURG AND HARRISBURG.

Through tickets to Pittsburg via stage to Harrisburg..... \$9

Or via Lancaster by railroad..... 10

Through tickets to Harrisburg or Gettysburg..... 3

In connection with the afternoon train at 3 o'clock, a horse car is run to Green Spring and Owing's Mill, arriving at the Mills at..... 5 p. m.

Returning, leaves Owing's Mills at..... 7 a. m.

D. C. H. BORDLEY, Sup't.

31 ly Ticket Office, 63 North st.

BALTIMORE AND OHIO RAILROAD. **B MAIN STEM.** The Train carrying the Great Western Mail leaves Bal-

timore every morning at 7; and Cumberland at 8 o'clock, passing Ellicott's Mills, Frederick, Harpers Ferry, Martinsburgh and Hancock, connecting daily each way with—the Washington Trains at the Relay House seven miles from Baltimore, with the Winchester Trains at Harpers Ferry—with the various railroad and steamboat lines between Baltimore and Philadelphia and with the lines of Post Coaches between Cumberland and Wheeling and the fine Steamboats on the Monongahela Slack Water between Brownsville and Pittsburgh. Time of arrival at both Cumberland and Baltimore 5 p. m. Fare between those points \$7; and 4 cents per mile for less distances. Fare through to Wheeling \$11 and time about 36 hours, to Pittsburgh \$10, and time about 32 hours. Through tickets from Philadelphia to Wheeling \$13, to Pittsburgh \$12. Extra train daily except Sundays, from Baltimore to Frederick at 4 P. M. and from Frederick to Baltimore at 8 A. M.

WASHINGTON BRANCH.

Daily trains at 9 A. M. and 5 P. M. and 19 at night from Baltimore and at 6 A. M. and 5 p. m. from Washington, connecting daily with the lines North, South and West, at Baltimore, Washington and the Relay house. Fare \$1 60 through between Baltimore and Washington, in either direction, 4 cents per mile for intermediate distances.

13 ly

PHILADELPHIA AND READING RAIL-
ROAD.—Passenger Train Arrangement for

1848.

A Passenger Train will leave Philadelphia and Pottsville daily, except Sundays, at 9 o'clock A. M.

The Train from Philadelphia arrives at Reading at 12 18 M.

The Train from Pottsville arrives at Reading at 10 43 A. M.

Fares. *100 dollars in Miles.* No. 1. No. 2.
Between Phila. and Pottsville, 92 \$3 50 and \$3 00

" " Reading, 58 9 25 and 1 90

" " Pottsville, " 34 1 40 and 1 20

Five minutes allowed at Reading, and three at other way stations.

Passenger Depot in Philadelphia corner of Broad and Vine streets.

NEW YORK AND Erie RAILROAD LINE.
SUMMER ARRANGEMENT. For pas-

sengers, twice each way daily, (except Sunday,) leave New York from the foot of Duane St. at 7 o'clock, A. M. and at 4 o'clock, P. M. by steamboat, for Piermont, thence by cars to Ramapo, Monroe, Chester, Goshen, Middletown, Otisville, and the intermediate stations.

The return trains for New York will leave Otisville at 6 30, A. M. and 4 15, P. M.; Middletown at 7 A. M. and 4 40 P. M.; Goshen at 7 22, A. M. and 5 3, P. M.; Chester at 7 35, A. M. and 5 18, P. M. Fare between New York and Otisville, \$1 50; way-fare in proportion.

For M. & M.—Leave Otisville at 5 45 o'clock, morning and evening.

For FREIGHT.—The barges "Samuel Marsh and Henry Suydam, Jr." will leave New York (from the foot of Duane St.) at 5 o'clock, P. M. daily (except Sundays.)

No freight will be received in New York after 5 o'clock, P. M.

Freight for New York will be taken by the trains leaving Otisville at 10 1/2 o'clock, A. M.; Middletown at 11, A. M.; Goshen at 12 1/2, P. M.; Chester at 1 o'clock, P. M., etc., etc.

For further particulars, apply to J. F. CLARKSON, Agent, corner of Duane and West Sts., New York, or to S. S. POST, Superintendent Transportation, Piermont.

H. C. SEYMOUR, Sup't.

LITTLE MIAMI RAILROAD COMPANY. Fall and Winter Arrangement, 1847. On and

after Monday, September 20th, until further notice, a Passenger train will run as follows:

Leave Cincinnati daily at 9 A. M., for Milford, Foster's Crossing, Deerfield, Morrow, Fort Ancient, Freeport, Waynesville, Spring Valley, Xenia, Yellow Springs, and Springfield. Returning, will leave Springfield at 4 1/2 a.m. Upward train arrives at Springfield at 2 1/2 p.m. Downward train arrives at Cincinnati at 10 1/2 a.m.

Freight trains will run each way daily.

Messrs. Neil, Moore & Co. are running the following stage lines in connection with the road:

A daily line from Xenia to Columbus and Wheeling, carrying the great Eastern mail.

Daily lines from Springfield to Columbus, Zanesville and Wheeling. Also to Urbana and Bellefontaine.

A line of Hacks runs daily in connection with the train between Deerfield and Lebanon.

Passengers leaving for New York and Boston, arrive at Sandusky city via Urbana, Bellefontaine & the Mad River and Lake Erie railroad, in 27 hours, including several hours' sleep at Bellefontaine. To the same point via Columbus, Delaware, Mansfield and the Mansfield and Sandusky city railroad, is 32 hours. Distance from Cincinnati to Springfield by railroad..... 84 miles.

From Springfield to Bellefontaine by stage, over a good Summer road..... 39 "

From Bellefontaine to Sandusky city by railroad..... 102 "

FARE.—From Cincinnati to Lebanon..... \$1 00

From Xenia..... 1 50
Springfield..... 2 00
Columbus..... 4 00
Sandusky city 7 00

The Passenger trains runs in connection with Strader & Gorman's line of Mail Packets to Louisville.

Tickets can be procured at the Broadway Hotel, Dennis House, or at the Depot of the Company on East Front street.

Further information and through tickets for the Stage lines, may be procured at P. Campbell, Agent on Front street, near Broadway.

The company will not be responsible for baggage beyond 50 dollars in value, unless the same is returned to the conductor or agent, and freight paid of a passage for every \$500 in value over that amount.

W. H. CLEMENT, Sup't.

134

GEORGIA RAILROAD. FROM AUGUSTA to ATLANTA—171 MILES, AND WESTERN AND ATLANTIC RAILROAD FROM ATLANTA TO DALTON, 100 MILES.

This Road in connection with the South Carolina Railroad and Western and Atlantic Railroad now forms a continuous line, 408 miles in length, from Charleston to Dalton (Cross Plains) in Murray county, Ga., 22 miles from Chattanooga, Tenn.

RATES OF FREIGHT.		Between Augusta and Dalton	Between Charleston, Savannah, and Dalton
		27 miles	208 miles
1st class.	Boxes of Hats, Bonnets, and Furniture, per cubic foot.	
2d class.	Boxes and Bales of Dry Goods, Sadlery, Glass, Paints, Drags and Confectionery, per 100 lbs.	1 00	1 50
3d class.	Sugar, Coffee, Liquor, Bagging, Rope, Cotton Yarn, Tobacco, Leather, Hides, Copper, Tin, Feathers, Sheet Iron, Hollow Ware, Casting, Crockery, etc.	0 60	0 90
4th class.	Flour, Rice, Bacon, Pork, Beef, Fish, Lard, Tallow, Beeswax, Bar Iron, Ginseng, Mill Gearing, Pig Iron, and Grindstone, etc.	0 40	0 65
	Cotton, per 100 lbs.	0 45	0 70
	Molasses, per hogshead, " barrel.	2 50	12 50
	Salt per bushel.	0 18	0 25
	Salt per Liverpool sack.	0 65	
	Ploughs, Corn Shellers, Cultivators, Straw Cutters, Wheelbarrows.	0 75	1 50

German or other emigrants, in lots of 20 or more, will be carried over the above roads at 2 cents per mile.

Goods consigned to S. C. Railroad Co. will be forwarded free of commissions. Freight payable at stations.

Sup'l. of Transportation.

Augusta, Ga., July 15, 1847.

44*1

THE WESTERN AND ATLANTIC
Railroad.—This Road is now in operation to Oothcaloga, a distance of 80 miles, and connects daily (Sundays excepted) with the Georgia Railroad.

From Kingston, on this road, there is a tri-weekly line of stages, which leave on the arrival of the cars on Tuesday, Thursday and Saturday, for Warren- ton, Huntsville, Decatur and Tuscmibia, Alabama, and Memphis, Tennessee.

On the same day, the stages leave Oothcaloga for Chattanooga, Jasper, Murfreesborough, Knox- ville and Nashville, Tennessee.

This is the most expeditious route from the east to any of these places.

CHAS. F. M. GARNETT,
Chief Engineer.

Atlanta, Georgia, April 16th, 1846.

141

CENTRAL RAILROAD—FROM SAVAN-
nah to Macon. Distance 190 miles.

This Road is open for the transpor-
tation of Passengers and Freight. Rates of Passage, \$8 00. Freight—
On weight goods generally... 60 cts. per hundred.
On measurement goods... 13 cts. per cubic ft.
On brls. wet (except molasses
and oil)... \$1 50 per barrel.
On brls. dry (except lime)... 80 cts. per barrel.
On iron in pigs or bars, cast-
ings for mills, and unboxed
machinery.... 40 cts. per hundred.
On hds. and pipes of liquor
not over 190 gallons.... \$5 00 per hhd.
On molasses and oil.... \$6 00 per hhd.
Goods addressed to F. WINTON, Agent, forwarded
free of commission. THOMAS PURSE,
Gen'l. Sup't. Transportation.

44*2

PHILADELPHIA, WILMINGTON & BALTIMORE RAILROAD.—1848.

SUMMER ARRANGEMENT.

United States Mail Lines between Philadelphia and Baltimore. Fare, \$3.

On and after Monday, April 3d, the Mail Lines between Philadelphia and Baltimore will run as follows, viz:

MORNING LINE.

Per Philadelphia, Wilmington and Baltimore Railroad, via Chester, Wilmington, Newark, Elton, Havre de Grace, etc., will leave Philadelphia, from Depot, 11th and Market streets, daily (except Sunday) at 8 A.M., and Baltimore from Depot, Pratt street, at 9 o'clock, A.M.

A Second Class Car will be run with the morning line. Fare, \$2.

Tickets must positively be procured at the Office for this car, as none will be sold by the conductors.

AFTERNOON LINE.

Via Newcastle and Frenchtown, will leave Philadelphia, from Dock Street Wharf, per Steamboat Robert Morris, daily (except Sunday) at 2 P.M., and Baltimore, from Bowly's Wharf, at 2 P.M.—

Supper provided on board the boat.

NIGHT LINE.

Per Philadelphia, Wilmington and Baltimore Railroad, will leave Philadelphia, from depot, 11th and Market streets, daily, at 11 P.M., and Baltimore at 8 P.M.

WHEELING AND PITTSBURG.

Tickets through to Wheeling or Pittsburg, can be procured at the depot, or on board of the steamboat Fare to Wheeling, \$13. Fare to Pittsburg, \$12. The trains leave Baltimore for the west at 7 A.M. and 4 P.M.

SUNDAY MAIL LINE.

The only line for Baltimore on Sunday leaves the depot, 11th and Market streets, at 10 P.M.

Passengers for these lines must procure their Tickets at the office before taking their seats in the cars.

NOTICE.—All Baggage by these lines is at its owner's risk, and passengers are expressly prohibited taking anything as baggage, except their wearing apparel. 50 lbs. baggage allowed each passenger.

WILMINGTON ACCOMMODATION TRAINS.

On and after Monday, April 3d, the Accommodation Trains, stopping at all the intermediate places between Philadelphia and Wilmington, will leave as follows, viz:

Leave Philadelphia, from depot 11th and Market streets, daily (Sundays excepted) at 11 and 4 P.M.

Leave Wilmington, from the depot, Water street, daily (except Sunday) at 7 A.M. and 4 P.M.

The Freight Accommodation Train will leave Philadelphia at 7 P.M. and Wilmington at 7 P.M.

The Mail Trains stopping at Chester and Wilmington, leave Philadelphia at 8 A.M. and 10 P.M. Wilmington at 12 o'clock, P.M., and 12 midnight. Fare to Wilmington, 50 cts. Fare to Chester, 25 cts.

G. H. HUDDELL, Agent.

March 23, 1848.

1515

NOTICE.
RAILROAD LINE BETWEEN ALBANY AND BUFFALO, N.Y.

1848.—SCHEDULE FOR RUNNING.—1848.

Going west.	1st train.	2d train.	3d train.
Leaves... Albany	7 A.M.	2 P.M.	7 P.M.
Pass.... Utica	1 P.M.	7 P.M.	11 A.M.
Pass.... Syracuse	4 P.M.	11 P.M.	5 A.M.
Pass.... Auburn	6 P.M.	1 A.M.	7 A.M.
Pass.... Rochester	12 A.M.	7 A.M.	1 P.M.
Arrives at Buffalo	5 A.M.	12 M.	6 P.M.

Going east.

Leaves... Buffalo	1st train.	2d train.	3d train.
7 A.M.	8 P.M.	7 P.M.	
Pass.... Rochester	12 M.	7 P.M.	12 M.
Pass.... Auburn	6 P.M.	1 A.M.	6 A.M.
Pass.... Syracuse	8 P.M.	13 A.M.	8 A.M.
Pass.... Utica	12 M.	7 A.M.	11 A.M.
Arrives at Albany	5 A.M.	12 M.	4 P.M.

Adopted February 18, 1848, in convention at Albany. (Copy.) T. Y. Howe, Jr., Secretary of the Convention.

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